Regular Meeting

The regular meeting of the City Council of the City of Fitchburg was held in the Memorial Middle School Auditorium, 615 Rollstone St., Fitchburg, on June 5, 2018. The meeting was called to order by President Michael Kushmerek at 7:19 P.M. The Clerk called the roll and ten (10) Councillors were present. Councillor Clark was absent. The meeting opened with a salute to the Flag led by Councillor Fleming.

Noted for the record: FATV was recording the audio and video of the meeting.

PUBLIC FORUM

Mr. Pat Scorzelli, 78 Maple Ave., Leominster - spoke regarding ordinance #31-2018. He urged the City Council to hear applications for special permits and/or waivers for marijuana establishments to locate in areas in non-approved zones.

#### ANNUAL REPORT

163-18. INDEPENDENT AUDITOR'S REPORT: Melanson and Heath For the year ending June 30, 2017

For the Record

Public Forum

Independent Auditor's Report

CITY OF FITCHBURG, MASSACHUSETTS

**Annual Financial Statements** 

For the Year Ended June 30, 2017

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Service Services

Independent Auditor's Report



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Additional Offices: Nashua, NH Manchester, NH Andover, MA Ellsworth, ME

#### **INDEPENDENT AUDITORS' REPORT**

To the Honorable Mayor and City Council City of Fitchburg, Massachusetts

#### Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Fitchburg, Massachusetts, as of and for the year ended June 30, 2017, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the Table of Contents.

#### Management's Responsibility for the Financial Statements

The City's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

#### **Auditors' Responsibility**

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### **Opinions**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Fitchburg, Massachusetts, as of June 30, 2017, and the respective changes in financial position and, where applicable, cash flows thereof and the respective budgetary comparison for the general fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### **Other Matters**

#### Required Supplementary Information

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis and the Pension and OPEB Schedules appearing on pages 62 to 65 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with evidence sufficient to express an opinion or provide any assurance.

Independent Auditor's Report

## Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated March 19, 2018 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering City's internal control over financial reporting and compliance.

March 19, 2018

Melanson Heath

Independent Auditor's Report

# Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 19, 2018 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering City's internal control over financial reporting and compliance.

March 19, 2018

Melanson Heath

#### **MANAGEMENT'S DISCUSSION AND ANALYSIS**

As management of the City of Fitchburg, we offer readers this narrative overview and analysis of the financial activities of the City of Fitchburg for the fiscal year ended June 30, 2017.

#### A. OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the City of Fitchburg's basic financial statements. The basic financial statements are comprised of three components: (1) government-wide financial statements, (2) fund financial statements, and (3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

<u>Government-wide financial statements</u>. The government-wide financial statements are designed to provide readers with a broad overview of our finances in a manner similar to a private-sector business.

The statement of net position presents information on all assets, liabilities, and deferred outflows/inflows of resources with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g. uncollected taxes and earned but unused vacation leave).

<u>Fund financial statements</u>. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. Fund accounting is used to ensure and demonstrate compliance with finance-related legal requirements. All of the funds can be divided into three categories: governmental funds, proprietary funds and fiduciary funds.

Governmental funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

An annual appropriated budget is adopted for the general fund. A budgetary comparison statement has been provided for the general fund to demonstrate compliance with this budget.

<u>Proprietary funds</u>. Proprietary fund reporting focuses on the determination of operating income, changes in net position (or cost recovery), financial position, and cash flows. The proprietary fund category includes enterprise and internal service funds.

Enterprise funds are used to report activity for which a fee is charged to external users, and must be used when one of the following criteria are met: (1) activity is financed with debt that is secured solely by a pledge of the net revenues from fees and charges, (2) laws or regulations require the activity's costs of providing services be recovered with fees and charges, and (3) the pricing policies of the activity established fees and charges designed to recover its costs, including capital costs such as depreciation and debt service. The primary focus on these criteria is on fees charged to external users. Enterprise funds are used to report the same functions presented as business-type activities in the governmental-wide financial statements, on in more detail. Specifically, enterprise funds are used to account for water and sewer operations, both of which are considered major funds.

Fiduciary funds. Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the City's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds.

<u>Notes to financial statements</u>. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Other information. In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information which is required to be disclosed by accounting principles generally accepted in the United States of America.

#### B. FINANCIAL HIGHLIGHTS

- As of the close of the current fiscal year, the total of assets and deferred outflows exceeded liabilities and deferred inflows by \$(82,788,261) (i.e., net position), a change of \$(11,044,001) in comparison to the restated prior year.
- As of the close of the current fiscal year, governmental funds reported combined ending fund balances of \$29,105,560, a change of \$(1,882,410) in comparison with the prior year.
- At the end of the current fiscal year, unassigned fund balance for the general fund was \$13,701,445, a change of \$830,151 in comparison with the prior year.
- At the close of the current fiscal year, the stabilization fund balance (which is combined with the general fund) was \$5,794,574, a change of \$347,316 in comparison with the prior year.

#### C. GOVERNMENT-WIDE FINANCIAL ANALYSIS

The following is a summary of condensed government-wide financial data for the current and prior fiscal years. All amounts are presented in thousands.

#### STATEMENT OF NET POSITION

	Governmental <u>Activities</u>				Business-Type <u>Activities</u>				<u>Total</u>			
		2017		2016 Restated		2017		2016 Restated		2017		2016 Restated
Current and other assets Capital assets	\$	52,569 95,981	\$_	56,388 93,988	\$	17,847 113,071	\$	19,326 114,308	\$	70,416 209,052	\$	75,714 208,296
Total assets		148,550		150,376		130,918		133,634	_	279,468		284,010
Deferred outflows		12,428		5,656		1,378		395	•	13,806		6,051
Current liabilities Non-current liabilities	_	8,573 282,689	_	8,369 271,162		3,505 80,463		3,390 78,399		12,078 363,152		11,759 349,561
Total liabilities		291,262		279,531		83,968		81,789		375,230		361,320
Deferred inflows		806		485		26				832		485
Net position: Net investment in capital assets Restricted Unrestricted	_	85,200 11,281 (227,571)	_	80,929 13,195 (218,108)		53,124 - (4,822)	_	53,425 - (1,185)		138,324 11,281 (232,393)		134,354 13,195 (219,293)
Total net position	\$_	(131,090)	\$_	(123,984)	\$_	48,302	\$_	52,240	\$_	(82,788)	\$	(71,744)

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. At the close of the most recent fiscal year, total net position was \$(82,788,261), a change of \$(11,044,001) from the restated prior year.

By far the largest portion of net position, \$138,323,412, reflects our investment in capital assets (e.g., land, buildings, machinery and equipment and

infrastructure), less any related debt used to acquire those assets that is still outstanding. These capital assets are used to provide services to citizens; consequently, these assets are not available for future spending. Although the investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of net position, \$11,280,592, represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position is a deficit of \$(232,392,265).

#### CHANGES IN NET POSITION

· ·					•		
	Governme Activiti		Business- Activitie		<u>Total</u>		
	2017	2016 Restated	2017	2016 Restated	<u>2017</u>	2016 Restated	
B	2017						
Revenues:						os 700	
Program revenues: Charges for services \$	8,719- \$	8,651 \$	16,742 \$	17,131 \$	25,461 \$	25,782	
Operating grants and contributions	79,963	76,060	-	-	79,963	76,060	
Capital grants and	•				0.004	8,745	
contributions	8,578	7,928	453	817	9,031		
General revenues:		10.007		_	50,078	48,287	
Property taxes	50,078	48,287	-	_	4,241	3,547	
Excises	4,241	3,547	-	_	1,065	1,120	
Penalties, interest on taxes	1,065	1,120	-	_	1,000	•	
Grants and contributions not					10,385	9,710	
restricted to specific programs	10,385	9,710	-		214	250	
Investment income	193	236	21 <	. 14	1,283	973	
Miscellaneous	1,283_	973					
Total revenues	164,505	156,512	17,216	17,962	181,721	174,474	
Expenses:					10,789	8,788	
General government	10,789	8,788	-	-	10,709 25,406	23,589	
Public safety	25,406	23,589	-	-	111,755	99,530	
Education	111,755	99,530	-	<b>-</b> .		8,799	
Public works	10,041	8,799	-	-	10,041	4,326	
Health and human services	4,586	4,326	-	-	4,586	1,949	
Culture and recreation	2,352	1,949	-	-	2,352	737	
	800	737	-	-	800	495	
Miscellaneous	341	495	-	-	341	5,220	
Interest	5,541	5,220	-		5,541	6,132	
Intergovernmental	-		8,005	6,132	8,005		
Water operations	_	_	13,149	10,728_	13,149	10,728	
Sewer operations		150,100	21,154	16,860	192,765	170,293	
Total expenses	171,611	153,433		1,102	(11,044)	4,181	
Change in net position	(7,106)	3,079	(3,938)	1, 102	V		
Net assets - beginning of year, as restated	(123,984)	(127,063)	52,240	51,138	(71,744)	(75,925)	
Net assets - end of year	\$ (131,090)	\$ (123,984)	\$ 48,302	\$ 52,240	\$ (82,788)	\$ (71,744)	

Governmental activities. Governmental activities for the year resulted in a change in net position of \$(7,106,106). Key elements of this change are as follows:

General fund operations, as discussed further in Section D	\$	1,140,130
Major fund - CDBG fund expenditures in excess of revenues		(158,898)
Major fund - City grants fund revenues in excess of expenditures		56,724
Non-major fund expenditures and transfers out in excess of revenues		(2,920,366)
Internal service fund operations		(478,192)
Depreciation expense in excess of principal debt service		(1,968,289)
Capital assets purchases from grant and general resources		8,857,327
Loss of disposal of assets		(725,800)
Current year amortization of state (MSBA) reimbursements of school building projects, accrued in a prior year		(1,924,946)
Net pension liability decrease, net of deferrals		611,718
Net OPEB liability increase		(9,761,201)
Other timing differences	-	165,687
Total	\$_	(7,106,106)

Business-Type Activities. Business-type activities for the year resulted in a change in net position of \$(3,937,895). Key elements of this change are as follows:

Water enterprise Sewer enterprise	\$	(1,544,694) (2,393,201)
Total	\$	(3,937,895)

# D. FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS

As noted earlier, fund accounting is used to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of governmental funds is to provide information on near-term inflows, outflows and balances of spendable resources. Such information is useful in assessing financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, governmental funds reported combined ending fund balances of \$29,105,560, a change of \$(1,882,410) in comparison with the prior year. Key elements of this change are as follows:

General fund operations, as discussed further in Section D	\$ 1,140,130
Major fund - CDBG fund expenditures in excess of revenues	(158,898)
Major fund - City grants fund revenues in excess of expenditures	56,724
Non-major fund expenditures and transfers out in excess of revenues	 (2,920,366)
Total	\$ (1,882,410)

The general fund is the chief operating fund. At the end of the current fiscal year, unassigned fund balance of the general fund was \$13,701,445, while total fund balance was \$17,803,731. As a measure of the general fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total general fund expenditures. Refer to the table below.

		6/30/17	6/3 <u>0/16</u>	Change	% of Total 2017 General Fund Expenditures
General Fund General fund	- \$	7,906,871 5,794,574	\$ 7,424,037 5,447,257	\$ 482,834 347,317	6.0% 4.4%
Stabilization fund	\$ \$	10.704.445	\$ 12.074.004	\$ 830,151	10.4%
Total unassigned fund balance Total fund balance	\$	17,803,731	\$ 16,663,601	\$ 1,140,130	13.5%

The total fund balance of the general fund increased by \$1,140,130 during the current fiscal year. Key factors in this change are as follows:

General Fund Operating Results:		
Excess of tax collections compared to budget Excess of state and local revenues over budget Budgetary appropriations unspent by departments Use of free cash (fund balance) and overlay surplus as a funding source	\$	617,300 3,570,268 1,776,754 (5,481,489)
Timing Differences:		
Difference between prior year encumbrances spent in the current year and current year encumbrances to be spent in subsequent period	•	309,980
Other: Stabilization fund interest and transfers in		347,317
Total	\$	1,140,130

<u>Proprietary funds</u>. Proprietary funds provide the same type of information found in the business-type activities reported in the government-wide financial statements, but in more detail.

Unrestricted net position of the enterprise funds at the end of the year amounted to \$(4,821,668), a change of \$(3,636,947) in comparison with the restated prior year. Other factors concerning the finances of proprietary funds have already been addressed in the entity-wide discussion of business-type activities.

#### E. GENERAL FUND BUDGETARY HIGHLIGHTS

Differences between the original budget and the final amended budget resulted in an overall increase in appropriations of \$4,643,489. Major reasons for these amendments include:

•	\$ 610,000	increase for snow and ice appropriations.
•	\$ 300,000	increase for community development appropriations.
•	\$1,234,810	increase for department of public works appropriations.
•	\$ 504,197	increase for fire and police department appropriations.
•	\$ 987,310	increase in education appropriations.
•	\$ 407,172	increase in various other departmental appropriations.
•	\$ 300,000	contribution to OPEB trust fund.
• •	\$ 300,000	transfer to stabilization fund.
	*	

All of this increase was funded from surplus (free cash).

#### F. CAPITAL ASSET AND DEBT ADMINISTRATION

<u>Capital assets</u>. Total investment in capital assets for governmental and business-type activities at year end amounted to \$209,052,335 (net of accumulated depreciation). This investment in capital assets includes land, construction in progress, buildings and improvements, machinery and equipment, and infrastructure.

Major capital asset events during the current fiscal year included the following:

Depreciation expense - governmental funds	\$ (6,138,611)
Depreciation expense - water fund	(1,873,959)
Depreciation expense - sewer fund	(2,422,756)
Loss on disposition of assets - governmental funds	(725,800)
Loss on disposition of assets - water fund	(4,300)
Loss on disposition of assets - sewer fund	(273,189)
River street project	2,506,600
Streetscape improvements and street construction	1,870,236
Airport terminal projects	1,635,861
East Plant Facility	1,606,848
Beech/Hazel - CSS	1,035,733
Foreclosed properties and buildings	860,600
Various improvements, including school playground improvements,	
LED streetlights, school data infrastructure and police station renovation	646,568
Public safety equipment purchases, including vehicles for the Fire	
and Police departments	640,606
Water main improvements / replacements and hydrant replacements	321,700
Machinery and equipment purchases for the Public Works department	291,871
Sewer infrastructure, including sewer lines and storm drains, which are	
part of the Combined Sewer Separation and CMH projects (in process)	241,908
Memorial school paving	205,857
Miscellaneous equipment and library books	199,127
Vehicles purchased for the Water department	94,224
Vehicle purchased for the Sewer department	37,732
Total	\$ 756,856

<u>Long-term debt</u>. At the end of the current fiscal year, total bonded debt outstanding was \$69,357,743, all of which was backed by the full faith and credit of the government.

Additional information on capital assets and long-term debt can be found in the notes to the financial statements.

### **REQUESTS FOR INFORMATION**

This financial report is designed to provide a general overview of the City of Fitchburg's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to:

Mr. Calvin Brooks City Auditor Fitchburg Municipal Offices 166 Boulder Drive, Suite 108 Fitchburg, MA 01420

#### CITY OF FITCHBURG, MASSACHUSETTS STATEMENT OF NET POSITION

JUNE 30, 2017

2 第一章	JUNE 30, 2017		
	Governmental Activities	Business-Type Activities	Total
ASSETS Current:			
Cash and short-term investments	\$ 29,153,314	\$ 14,145,172	\$ 43,298,486
Investments	9,978,849	ψ 17,170,172 -	9,978,849
Receivables, net of allowance for uncollectibles:	3,370,043	, -	0,010,040
Property taxes	995,886	_	995,886
Excises	820,918	-	820,918
User fees	-	3,685,677	3,685,677
Departmental and other	335.645	-	335,645
Intergovernmental	5,865,530	16,091	5,881,621
Other assets	86,598	-	86,598
Noncurrent:			,
Receivables, net of allowance for uncollectibles:			
Property taxes	1,422,613	-	1,422,613
Intergovernmental, net of current portion	1,924,946	-	1,924,946
Loans	1,984,732	•	1,984,732
Land and construction in progress	11,317,592	5,893,382	17,210,974
Capital assets, net of accumulated depreciation	84,663,239	107,178,122	191,841,361
•		, ,	
DEFERRED OUTFLOWS OF RESOURCES	40.400.000	4 077 075	10 000 055
Related to pension	12,428,380	1,377,875	13,806,255
TOTAL ASSETS AND DEFERRED			
OUTFLOWS OF RESOURCES	160,978,242	132,296,319	293,274,561
LIABILITIES			
Current:		•	
Warrants payable	2,290,820	372,729	2,663,549
Accounts payable	576,868	-	576,868
Accrued payroll and withholdings	2,969,234	-	2,969,234
Accrued interest payable	, , <u>,</u>	408,871	408,871
Accrued claims payable	822,642		822,642
Notes payable	1,400,000	2,724,043	4,124,043
Other current liabilities	513,403	•	513,403
Current portion of long-term liabilities:	. ,		
Bonds payable	3,940,000	5,233,448	9,173,448
Other	420,322	-	420,322
Noncurrent:			
Bonds payable, net of current portion	5,788,000	54,396,295	60,184,295
Net pension liability	121,073,551	13,422,841	134,496,392
Net OPEB liability	147,411,628	6,994,740	154,406,368
Other, net of current portion	4,056,303	415,462	4,471,765
DEFERRED INFLOWS OF RESOURCES			
Related to pension	232,425	25,768	258,193
Other	573,429	20,700	573,429
		<del></del>	
TOTAL LIABILITIES AND DEFERRED			
INFLOWS OF RESOURCES	292,068,625	83,994,197	376,062,822
NET POSITION			
Net investment in capital assets	85,199,622	53,123,790	138,323,412
Restricted for:	,,	,,	,,
Grants and other statutory restrictions	6,674,224	-	6,674,224
Permanent funds:	-,		_,
Nonexpendable	2,166,330	-	2,166,330
Expendable	2,440,038	-	2,440,038
Unrestricted	(227,570,597)	(4,821,668)	(232,392,265)
TOTAL NET POSITION	\$ (131,090,383)	\$ 48,302,122	\$ (82,788,261)
		CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR	-

# CITY OF FITCHBURG, MASSACHUSETTS STATEMENT OF ACTIVITIES FOR THE YEAR ENDED JUNE 30, 2017

					Net (Evnenses) Rev	enues and Changes	in Net Position
			Program Revenues	Capital	Net (Expenses) Net	Business-	
		<b>.</b>	Operating	Grants and	Governmental	Туре	
	-	Charges for	Grants and	Contributions	<u>Activities</u>	Activities .	Total
	Expenses	<u>Services</u>	Contributions	Continuations	Accivition		
		A 0.074.404	\$ 2,063,508	\$ 3,267,589	\$ (3,086,189)	\$ -	\$ (3,086,189)
\$	10,788,750	\$ 2,371,464		\$ 5,207,505	(22,069,306)	<u>-</u>	(22,069,306)
	25,405,879	1,389,470			(36,497,955)	· .	(36,497,955)
	111,755,182	590,925		5,127,865	(3,842,106)	-	(3,842,106)
	10,040,955	881,773		5,127,005	(330,488)	-	(330,488)
	4,585,801	3,371,054		182,652	(1,842,479)	-	(1,842,479)
	2,351,605	114,144	212,330	102,002	(800,393)	-	(800,393)
	800,393	-	•	-	(340,941)	-	(340,941)
	340,941	· ·	<b>-</b>	-	(5,541,208)	_	(5,541,208)
	5,541,208						(74 251 065)
es	171,610,714	8,718,830	79,962,713	8,578,106	(74,351,065)	. •	(74,351,065)
ŸŪ							
	•			445.000		(1,545,809)	(1,545,809)
	8,004,886	6,043,208		415,869	· ·	(2,412,990)	(2,412,990)
	13,149,454	10,699,328	-	37,136			(3,958,799)
ties	21,154,340	16,742,53	<u> </u>	453,005	-	(3,958,799)	
\$	192,765,054	\$ 25,461,360	\$ 79,962,713	\$ <u>9,031,111</u>	(74,351,065)	(3,958,799)	(78,309,864)
		<u></u>					•
		General Rev			50,078,223	_	50,078,223
		Property tax	ces		4,241,220	_	4,241,220
		Excises			1,065,063		1,065,063
			nterest and other taxes		1,000,000		
			contributions not restr	icted	10,384,761	_	10,384,761
			ic programs		192,584	20,904	213,488
		Investment			1,283,108		1,283,108
		Miscellane	ous -				
		Total general	revenues		67,244,959	20,904	67,265,863
		Change in	net position		(7,106,106)	(3,937,895)	(11,044,001)
		Net Position			(400.004.077)	52,240,017	(71,744,260)
		Beginning	of year, as restated		(123,984,277)		
		End of ye	ar		\$ <u>(131,090,383)</u>	\$ 48,302,122	\$ <u>(82,788,261)</u>

n integral part of these financial statements.

#### CITY OF FITCHBURG, MASSACHUSETTS

#### **GOVERNMENTAL FUNDS**

#### BALANCE SHEET

JUNE 30, 2017

			Community		City		Nonmajor		Total
			Development	•	Grants	(	Sovernmental		Governmental
	General		Block Grant		Fund		Funds		Funds
	<u> </u>	=	<del>Jidok Gidik</del>		<u>. u.u.</u>		·		- Lances
tments	\$ 15,148,279	\$	220,157	\$	-	\$	7,543,094	\$	22,911,530
	5,571,947	-	· <u>-</u>	·	-		4,406,902		9,978,849
	1,129,844		-		-		-		1,129,844
	1,354,124		-	*	•		-		1,354,124
net of allowance	303,242		-		-		32,403		335,645
	551,113		673,248		1,023,073		1,630,804	,	3,878,238
iens	5,764,125		-		-		-		5,764,125
for uncollectibles	-		1,701,671		8,109,999		• •		9,811,670
	761,481		-		-		-		761,481
	86,598		-		-	_	-	_	86,598
	\$ 30,670,753	\$_	2,595,076	\$ <u></u>	9,133,072	\$ _	13,613,203	\$ _	56,012,104
•	\$	\$	5,521	\$	120,393	\$	974,097	\$	2,182,464
holdings	2,708,526		-		-		260,708		2,969,234
	• -		<b>-</b>		761,481		. •		761, <del>4</del> 81
	-		-		-		1,400,000		1,400,000
	513,403			•	-	_	-	_	513,403
	4,304,382		5,521		881,874		2,634,805		7,826,582
: RESOURCES									
	8,562,640		2,374,920		8,109,999		32,403		19,079,962
			_				2,166,330		2,166,330
	_		384,406		390,464		9,358,868		10,133,738
	4,102,286		304,400		330,404		9,550,000		4,102,286
	13,701,445	·	(169,771)	_	(249,265)	_	(579,203)	_	12,703,206
	17,803,731	_	214,635		141,199		10,945,995	_	29,105,560
RRED INFLOWS OF		-	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \			_			
BALANCES	\$ 30,670,753	\$_	2,595,076	\$_	9,133,072	\$_	13,613,203	\$_	56,012,104
		=			<del></del>	=		=	

are an integral part of these financial statements.

#### CITY OF FITCHBURG, MASSACHUSETTS

RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES TO NET POSITION OF GOVERNMENTAL ACTIVITIES IN THE STATEMENT OF NET POSITION

JUNE 30, 2017

Total Governmental Fund Balances	<b>\$</b>	29,105,560
<ul> <li>Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.</li> </ul>		95,980,831
<ul> <li>Revenues are reported on the accrual basis of accounting (net of allowance for uncollectible accounts) and are not deferred until collection. This accrual also includes future years' State reimbursement of school projects costs.</li> </ul>		10,094,239
<ul> <li>Internal service funds are used by management to account for health insurance and workers' compensation activities. The assets and liabilities of the internal service funds are included in the governmental activities in the statement of net position.</li> </ul>		4,365,827
<ul> <li>Long-term liabilities, including bonds and loans payable, compensated absences, capital leases, other post-employment benefits (OPEB) liability and net pension liability, net of deferrals, are not due and payable in the current period and, therefore, are not reported in the governmental funds.</li> </ul>		(270,493,848)
<ul> <li>As noted above, bonds payable are not reported in the governmental funds.</li> <li>Accordingly, net deferred gain on early retirement of debt, resulting from advance and current refundings, is also not recorded in governmental funds.</li> </ul>		(142,992)
Net Position of Governmental Activities	\$	(131,090,383)

#### CITY OF FITCHBURG, MASSACHUSETTS

#### GOVERNMENTAL FUNDS

#### STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES

#### FOR THE YEAR ENDED JUNE 30, 2017

	<u>(</u>	General		Community Development Block Grant		City Grants Fund		Nonmajor Governmental <u>Funds</u>		Total Governmental <u>Funds</u>
		9,262,062	\$	-	\$	•	\$	-	\$	49,262,062
		3,958,177		-		-		-		3,958,177
nd other taxes		1,065,063		-		-		•		1,065,063
		5,077,950	•	-		<u>.</u> <del>.</del>		1,623,092		7,701,042
	7	1,689,716		836,387		6,314,890		16,529,910		95,370,903
\$		879,734		-		-	4			879,734
		166,771 137,897		<del>-</del> ,		-		40.054		166,771
	•	13,553		173,812	_	<u>-</u>		48,051 -		185,948 187,365
	133	3,250,923		1,010,199		6,314,890		18,201,053		158,777,065
		1 000 E74		4 400 007		0.754.050	•			
		I,883,574 I,810,464		1,169,097		3,751,356		301,694		10,105,721
		7,028,272		-		492,670		429,252		15,732,386
		1,070,633		· <u>-</u>		1,326,673		15,170,026 4,635,962		82,198,298
ervices		3,554,971		_		403,637		58,030		10,033,268 4,016,638
∍ <b>n</b>		,240,953		_		283,830	*	280,699		1,805,482
		6,168,647		_		-				26,168,647
		800,392		-		_		-		800,392
	4	,257,435		<del>.</del> .		-				4,257,435
		5,541,208		-		-		· · ·		5,541,208
	132	2,356,549	_	1,169,097	_	6,258,166		20,875,663	-	160,659,475
of revenues										
Si Totolidas		894,374		(158,898)		56,724		(2,674,610)		(1,882,410)
rces (Uses):						•				
		245,756		-		-		-		245,756
					_	-	_	(245,756)	_	(245,756)
ing Sources (Uses)		245,756		-	_			(245,756)	_	<u> </u>
ice	1	,140,130		(158,898)		56,724		(2,920,366)		(1,882,410)
nning of Year	16	,663,601	-	373,533		84,475		13,866,361	_	30,987,970
of Year	\$ <u>17</u>	<u>,803,731</u>	\$	214,635	\$_	141,199	\$_	10,945,995	\$_	29,105,560

es are an integral part of these financial statements.

#### CITY OF FITCHBURG, MASSACHUSETTS

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2017

Net Changes in Fund Balances - Total Governmental Funds	\$	(1,882,410)
<ul> <li>Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense:</li> </ul>		÷
Capital outlay purchases		8,857,327
Loss on disposal of assets		(725,800)
Depreciation		(6,138,612)
<ul> <li>Revenues in the statement of activities that do not provide current financial resources are fully deferred in the statement of revenues, expenditures, and changes in fund balances. Therefore, the recognition of revenue for various types of accounts receivable (i.e., real estate and personal property, motor vehicle excise, loans, etc.) differ between the two statements. This amount represents the net change in deferred revenue and allowance for uncollectible accounts.</li> </ul>		217,164
<ul> <li>Some revenues reported in the statement of activities, such as MSBA reimbursements for contracted assistance, do not provide current financial resources and therefore, are not reported as revenues in the governmental funds.</li> </ul>	,	(1,924,946)
<ul> <li>Pension and OPEB liabilities and related inflows and outflows are not reported as expenditures in the governmental funds, but are recorded as expenses in the statement of activities.</li> </ul>		
Net pension liability, net of deferrals		611,718
Net OPEB liability		(9,761,201)
<ul> <li>The issuance of long-term debt (e.g., bonds and loans) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the financial resources of governmental funds. Neither transaction, however, has any effect on net position:</li> </ul>		
Repayments of debt (bonds and loans)		3,845,000
Amortization of deferred gain / (loss) on early retirement of debt		71,494
<ul> <li>Some expenses reported in the statement of activities, such as compensated absences and capital leases, do not require the use of current financial resources and therefore, are not reported as expenditures in the governmental funds.</li> </ul>		202,352
<ul> <li>Internal service funds are used by management to account for health insurance and workers' compensation activities. The net activity of internal service funds is reported with governmental activities.</li> </ul>		(478,192)
Changes in Net Position of Governmental Activities	\$	(7,106,106)

# CITY OF FITCHBURG, MASSACHUSETTS GENERAL FUND

STATEMENT OF REVENUES AND OTHER SOURCES, AND EXPENDITURES AND OTHER USES - BUDGET AND ACTUAL FOR THE YEAR ENDED JUNE 30, 2017

		Budgeted Amounts					Variance with	
Developed Transfers In		Original Budget		Final Budget		Actual <u>Amounts</u>		Final Budget Positive (Negative)
Revenues and Transfers In:	_				_		_	
Property taxes	\$	48,644,762	\$	48,644,762	\$	48,644,762	\$	
Excises		3,202,140		3,202,140		3,958,177		756,037
Penalties, interest and other taxes		780,000		780,000		1,065,063		285,063
Charges for services		4,496,621		4,496,621		6,077,950		1,581,329
Intergovernmental		59,971,794		59,971,794		60,596,994		625,200
Licenses and permits		650,000		650,000		879,734		229,734
Fines and forfeitures		133,000		133,000		166,771		33,771
Investment income		45,000		45,000		90,581		45,581
Miscellaneous		_		-		13,553		13,553
Transfers in		245,756	_	245,756	-	245,756	-	-
Total Revenues and Transfers In		118,169,073		118,169,073		121,739,341	ď	3,570,268
Expenditures and Transfers Out:								
General government		4,918,573		5,217,645		5,011,251		206,394
Public safety		14,773,696		15,277,893		14,853,932		423,961
Education		54,271,635		55,258,945		55,254,392		4,553
Public works		3,164,701		5,009,511		4,959,824		49,687
Health and human services		3,559,050		3,649,150		3,603,519		45,631
Culture and recreation		887,407		1,205,407		1,165,949		39,458
Employee benefits		26,599,995		26,899,995		26,120,508		779,487
Miscellaneous		805,802		805,802		805,790		12
Debt service		4,346,000		4,346,000		4,257,435		88,565
Intergovernmental		5,680,214		5,680,214		5,541,208		139,006
Transfers out	_	-	_	300,000	_	300,000		
Total Expenditures and Transfers Out	_	119,007,073	_	123,650,562	_	121,873,808	_	1,776,754
Excess (deficiency) of revenues and transfers in over expenditures and transfers out		(838,000)		(5,481,489)		(134,467)		5,347,022
Other Financing Sources/Uses: Use of free cash:								
Operating budget and capital items		138,000		4,181,489		- ·		(4,181,489)
Contribution to OPEB trust fund		-		300,000		-		(300,000)
Transfer to Stabilization fund		-		300,000		, <b>-</b> -		(300,000)
Overlay surplus		700,000	_	700,000	-		_	(700,000)
Total Other Financing Sources/Uses	_	838,000	_	5,481,489	_	-	-	(5,481,489)
Excess (deficiency) of revenues and other sources over expenditures and other uses	\$_		\$_		\$_	(134,467)	\$_	(134,467)

# CITY OF FITCHBURG, MASSACHUSETTS PROPRIETARY FUNDS STATEMENT OF NET POSITION JUNE 30, 2017

•	В	Governmental Activities		
	Water Fund	Sewer Fund	<u>Total</u>	Internal Service <u>Funds</u>
ASSETS				
Current: Cash and short-term investments User fees, net of allowance for uncollectibles Intergovernmental receivables	\$ 1,143,300 1,378,151 	\$ 13,001,872 2,307,526 16,091	\$ 14,145,172 3,685,677 16,091	\$ 6,241,784 - 62,346
Total current assets	2,521,451	15,325,489	17,846,940	6,304,130
Noncurrent: Land and construction in progress Capital assets, net of accumulated depreciation	1,251,000 42,756,141	4,642,382 64,421,981	5,893,382 107,178,122	<u>-</u>
Total noncurrent assets	44,007,141	69,064,363	113,071,504	<b>-</b> .
DEFERRED OUTFLOWS OF RESOURCES Pension related	583,285	794,590	1,377,875	
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	47,111,877	85,184,442	132,296,319	6,304,130
LIABILITIES				
Current: Warrants payable	82,988	289,741	372,729	108,355 576,868
Accounts payable Accrued interest payable Accrued claims payable	- 65,778 -	343,093 -	408,871 -	822,642
Notes payable Current portion of long-term liabilities:	2 097 529	2,724,043	2,724,043 5,233,448	-
Bonds payable	2,087,528	3,145,920		4 507 965
Total current liabilities	2,236,294	6,502,797	8,739,091	1,507,865
Noncurrent: Bonds payable, net of current portion Net pension liability Net OPEB liability Other	11,420,227 5,682,187 2,587,103 184,961	42,976,068 7,740,654 4,407,637 230,501	54,396,295 13,422,841 6,994,740 415,462	- - -
Total noncurrent liabilities	19,874,478	55,354,860	75,229,338	-
DEFERRED INFLOWS OF RESOURCES Pension related Other	10,908	14,860	25,768 	430,438
TOTAL LIABILITIES AND DEFERRED INFLOWS OF RESOURCES	22,121,680	61,872,517	83,994,197	1,938,303
NET POSITION				v
Net investment in capital assets Unrestricted	30,499,386 (5,509,189)	22,624,404 687,521	53,123,790 (4,821,668)	4,365,827
TOTAL NET POSITION	\$ 24,990,197	\$ 23,311,925	\$ 48,302,122	\$ 4,365,827

# CITY OF FITCHBURG, MASSACHUSETTS PROPRIETARY FUNDS STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION FOR THE YEAR ENDED JUNE 30, 2017

	1	Business-Type ActivitiesEnterprise Funds						
	Water <u>Fund</u>	Sewer Fund	Total	Activities Internal Service Fund				
Operating Revenues:	-4.							
Charges for services	\$ 6,043,208	\$ 10,699,328	\$ 16,742,536	\$ -				
Employee contributions	-	- 10,000,020	Ψ 10,742,556	•				
Employer contributions			-	4,962,345				
Miscellaneous	_		-	13,571,154				
Total Operating Revenues	6,043,208	10,699,328	16,742,536	1,095,742 19,629,241				
Operating Expenses:								
Salary and wages	0.000.000							
Operating expenses	3,849,221	4,685,331	8,534,552					
Depreciation	1,346,688	2,279,579	3,626,267	-				
Administrative assessments	1,873,959	2,422,756	4,296,715	•				
Employee benefits	720,000	950,000	1,670,000					
Other	-	-	-	20,114,070				
Other	33,685	1,758,690	1,792,375	- · · · · · · · · · · · · · · · · · · ·				
Total Operating Expenses	7,823,553	12,096,356	19,919,909	20,114,070				
Operating Income (Loss)	(1,780,345)	(1,397,028)	(3,177,373)	(484,829)				
Nonoperating Revenues (Expenses):				•				
Intergovernmental revenue	415.960							
Investment income	415,869 1,115	37,136	453,005	-				
Interest expense		19,789	20,904	6,637				
•	(181,333)	(1,053,098)	(1,234,431)	-				
Total Nonoperating Revenues			•					
(Expenses), Net	235,651	(996,173)	(760,522)	6,637				
Change in Net Position	(1,544,694)	(2,393,201)	(3,937,895)	(478,192)				
Net Position at Beginning of Year, as restated	_26,534,891	25,705,126	52,240,017	4,844,019				
Net Position at End of Year	\$ 24,990,197	\$ 23,311,925						
•	21,000,197	Ψ_23,311,825	\$ 48,302,122	\$_4,365,827				

# CITY OF FITCHBURG, MASSACHUSETTS PROPRIETARY FUNDS STATEMENT OF CASH FLOWS FOR THE YEAR ENDED JUNE 30, 2017

		Bu		Governmental <u>Activities</u> Internal				
		Water <u>Fund</u>		Sewer <u>Fund</u>		Total	-	Service <u>Fund</u>
Cash Flows From Operating Activities: Receipts from customers and users	\$	5,926,300 (3,648,459)	\$	10,604,829 (7,623,779)	\$	16,531,129 (11,272,238)	\$	- - 9,731,128
Payments to vendors and employees Receipts from employees and employer Payments of employee benefits and expenses		<u>-</u>		-		-		9,735,491)
Net Cash Provided By (Used For) Operating Activities		2,277,841		2,981,050		5,258,891		(4,363)
Cash Flows From Capital and Related Financing Activities:						3,575		-
Receipts from governments		3,575		- 6,405,099		6,405,099		-
Proceeds of notes and governmental loans		-		(2,649,032)		(3,060,656)		-
Acquisition and construction of capital assets		(411,624)		(5,071,970)		(6,692,203)		-
Principal payments on bonds and notes		(1,620,233) (193,269)		(1,021,275)		(1,214,544)		-
Interest paid		(133,200)	-					
Net Cash (Used For) Capital and Related Financing Activities		(2,221,551)		(2,337,178)		(4,558,729)		-
Cash Flows From Investing Activities:				19,788		20,902		6,637_
Investment income		1,114	•			20,902		6,637
Net Cash Provided by Investing Activities		1,114		19,788		721,064	_	2,274
Net Change in Cash and Short-Term Investments		57,404		663,660				6,239,510
Cash and Short Term Investments, Beginning of Year		1,085,896		12,338,212		13,424,108	<u> </u>	6,241,784
Cash and Short Term Investments, End of Year		\$ <u>1,143,300</u>	\$	13,001,872	. \$	14,145,172	.* <u>=</u>	0,241,101
Reconciliation of Operating Income (Loss) to Net Cash Provided By (Used For) Operating Activities: Operating income (loss) Adjustments to reconcile operating income (loss)		\$ (1,780,345)	\$	(1,397,028)	;	\$ (3,177,373)	\$	(484,829)
to net cash provided by (used for) operating activities.		1,873,959		2,422,756		4,296,715		• <u>-</u>
Changes in assets and liabilities and deferred outflows/	inflo	)WS:		(94,499)	1	(211,408)		(62,346)
User fee / other receivables		(110,000)		(555,854)		(982,584)		-
Deferred outflows of resources		(426,730) 12,348		(641,181		(628,833)		378,579
Warrants and other payables		(1,605)		21,362		19,757		-
Accrued / other liabilities		2,495,018		2,880,411		5,375,429		· ••
Net pension liability		2,495,016		330,223		541,420		-
OPEB liability		10,908		14,860		25,768		164,233
Deferred inflows of resources  Net Cash Provided By (Used For) Operating Activities		\$ 2,277,841		\$ 2,981,050	)	\$ 5,258,891	\$	(4,363)

#### CITY OF FITCHBURG, MASSACHUSETTS

#### FIDUCIARY FUNDS

#### STATEMENT OF FIDUCIARY NET POSITION

JUNE 30, 2017

ASSETS		Other Post Employment Benefits Trust Fund	Pension Trust Fund (As of December 31, 2016)
Cash and short-term investments	\$	; -	\$ 1,592,920
Investments		597,916	103,060,879
Accounts receivable		· . <del>-</del>	86,123
Total Assets		597,916	104,739,922
LIABILITIES AND NET POSITION			
Accounts payable		-	5,662
Total Liabilities		<u> · · · · · · · · · · · · · · · · · </u>	5,662
NET POSITION			
Total net position held in trust	\$	597,916	\$ 104,734,260

### CITY OF FITCHBURG, MASSACHUSETTS

#### FIDUCIARY FUNDS

## STATEMENT OF CHANGES IN FIDUCIARY NET POSITION

FOR THE YEAR ENDED JUNE 30, 2017

		Other Post				
	E	Employment	Per	sion Trust Fund		
		Benefits	(For the Year Ende December 31, 2010			
		Trust Fund				
Additions:						
Contributions:						
Employers	\$	5,712,181	\$	10,576,990		
Plan members		-		2,973,762		
Other systems and Commonwealth of Massachusetts		-		1,002,992		
Other	_	-	_	31,057		
Total contributions		5,712,181		14,584,801		
Investment Income:						
Interest and dividends		42,263		-		
Appreciation in fair value of investments		-		7,525,994		
Less: management fees	_	-		(529,547)		
Net investment income	_	42,263	_	6,996,447		
Total additions		5,754,444		21,581,248		
Deductions:						
Benefit payments to plan members and beneficiaries		5,412,181		15,343,023		
Refunds to plan members and other systems		-		101,876		
Transfers to other systems		-		172,712		
Administrative expenses			-	186,340		
Total deductions		5,412,181	-	15,803,951		
Net increase		342,263		5,777,297		
Net position restricted for pensions and other purposes:		-				
Beginning of year		255,653		98,956,963		
End of year	\$	597,916	\$	104,734,260		

#### City of Fitchburg, Massachusetts

#### **Notes to Financial Statements**

#### 1. Summary of Significant Accounting Policies

The accounting policies of the City of Fitchburg (the City) conform to generally accepted accounting principles (GAAP) as applicable to governmental units. The following is a summary of the more significant policies:

#### A. Reporting Entity

The City is a municipal corporation governed by an elected City Council. As required by generally accepted accounting principles, these financial statements present the government and applicable component units for which the government is considered to be financially accountable. In fiscal year 2017, it was determined that no entities met the required GASB 14 criteria of component units, other than as noted below.

Blended Component Units: The Fitchburg Contributory Retirement System, which was established to provide retirement benefits primarily to employees and their beneficiaries. The System is presented using the accrual basis of accounting and is reported as a pension trust fund in the fiduciary fund financial statements. Additional financial information of the System can be obtained by contacting the System located at Fitchburg Municipal Offices, 166 Boulder Drive, Suite 108, Fitchburg, MA 01420.

#### B. Government-Wide and Fund Financial Statements

#### **Government-Wide Financial Statements**

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support. Likewise, the primary government is reported separately from certain legally separate component units for which the primary government is financially accountable.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include (1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and (2) grants and

contributions that are restricted to meeting the operational or capital requirements of a particular function of segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

**Fund Financial Statements** 

Separate financial statements are provided for governmental funds, proprietary funds and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

# C. <u>Measurement Focus</u>, <u>Basis of Accounting</u>, <u>and Financial Statement Presentation</u>

Government-Wide Financial Statements

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met. As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

Amounts reported as *program revenues* include (1) charges to customers or applicants for goods, services, or privileges provided, (2) operating grants and contributions, and (3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as *general revenues* rather than as program revenues. Likewise, general revenues include all taxes and excises.

Fund Financial Statements

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers property tax revenues to be available if they are collected within 60 days of the end of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the government. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

The City reports the following major governmental funds:

- The general fund is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.
- The community development block grant fund is used to account for grant and program income resulting from one of the City's Federal Housing and Urban Development Agency grants.
- The city grants fund is used to account for the City's non-education related federal and state grants.

The proprietary fund financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Under this method, revenues are recognized when earned and expenses are recorded when liabilities are incurred.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the enterprise fund are charges to customers for sales and services. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

The City reports the following major proprietary funds:

- The water enterprise fund is used to account for the operations related to providing the City's water services and supporting infrastructure.
- The sewer enterprise fund is used to account for the operations of the City's wastewater treatment facility and supporting infrastructure.

The self-insured employee health program is reported as an internal service fund in the accompanying financial statements.

The fiduciary fund financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Under this method, revenues are recognized when earned and expenses are recorded when liabilities are incurred.

The City reports the following fiduciary funds:

• The other post-employment benefits trust fund is used to accumulate resources for health and life insurance benefits for retired employees.

 The pension trust fund accounts for the activities of the Employees Contributory Retirement System, which accumulates resources for pension benefit payments to qualified employees. Independent Auditor's Report

#### D. Cash and Short-Term Investments

Cash balances from all funds, except those required to be segregated by law, are combined to form a consolidation of cash. Cash balances are invested to the extent available, and interest earnings are recognized in the general fund. Certain special revenue, proprietary, and fiduciary funds segregate cash, and investment earnings become a part of those funds.

Deposits with financial institutions consist primarily of demand deposits, certificates of deposits, and savings accounts. A cash and investment pool is maintained that is available for use by all funds. Each fund's portion of this pool is reflected on the combined financial statements under the caption "cash and cash equivalents". The interest earnings attributable to each fund type are included under investment income.

For purpose of the statement of cash flows, the proprietary funds consider investments with original maturities of three months or less to be short-term investments.

#### E. Investments

State and local statutes place certain limitations on the nature of deposits and investments available. Deposits in any financial institution may not exceed certain levels within the financial institution. Non-fiduciary fund investments can be made in securities issued by or unconditionally guaranteed by the U.S. Government or agencies that have a maturity of one year or less from the date of purchase and repurchase agreements guaranteed by such securities with maturity dates of no more than 90 days from the date of purchase.

Investments for the Contributory Retirement System and trust funds consist of Federal securities, corporate bonds, equity securities, mutual funds, the State investment fund and other investments. Investments are carried at fair value, except certificate of deposit, which are reported at cost.

#### F. Property Tax Limitations

Legislation known as "Proposition 2 ½" limits the amount of revenue that can be derived from property taxes. The prior fiscal year's tax levy limit is used as a base and cannot increase by more than 2.5 percent (excluding new growth), unless an override or debt exemption is voted. The actual fiscal year 2017 tax levy reflected an excess capacity of \$7,564.

## G. Interfund Receivables and Payables

Transactions between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as "due from/to other funds" (i.e., the current portion of interfund loans).

#### H. Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial individual cost of more than \$20,000 and an estimated useful life in excess of four years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed.

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	Years
Buildings	40
Land improvements	40
Infrastructure	40 - 50
Machinery and equipment	5 - 15
Office equipment and furniture	5 - 20
Computer equipment	5

#### I. Compensated Absences

It is the City's policy to permit employees to accumulate earned but unused vacation and sick pay benefits. All vested sick, personal pay and vacation pay is accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

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Independent Auditor's Report

#### J. Long-Term Obligations

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position.

#### K. Fund Equity

Fund equity at the governmental fund financial reporting level is classified as "fund balance". Fund equity for all other reporting is classified as "net position".

<u>Fund Balance</u> - Generally, fund balance represents the difference between the current assets/deferred outflows and current liabilities/ deferred inflows. The City reserves those portions of fund balance that are legally segregated for a specific future use or which do not represent available, spendable resources and therefore, are not available for appropriation or expenditure. Unassigned fund balance indicates that portion of fund balance that is available for appropriation in future periods.

When an expenditure is incurred that would qualify for payment from multiple fund balance types, the City uses the following order to liquidate liabilities: restricted, committed, assigned, and unassigned.

<u>Net Position</u> - Net position represents the difference between assets/ deferred outflows and liabilities/deferred inflows. Net investment in capital assets, consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvement of those assets. Net position is reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the City or through external restrictions imposed by creditors, grantors, or laws or regulations of other governments. The remaining net position is reported as unrestricted.

#### L. Use of Estimates

The preparation of basic financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures for contingent assets and liabilities at the date of the basic financial statements, and the reported amounts of the revenues and expenditures/expenses during the fiscal year. Actual results could vary from estimates that were used.

#### 2. Stewardship, Compliance and Accountability

#### A. <u>Budgetary Information</u>

The Mayor presents an operating and capital budget for the proposed expenditures of the fiscal year commencing the following July 1. The budget, as enacted by the City Council, establishes the legal level of control and specifies that certain appropriations are to be funded by particular revenues. The original budget is amended during the fiscal year at City Council meetings as required by changing conditions.

Departments are limited to the line items as voted. Certain items may exceed the line item budget as approved if it is for an emergency and for the safety of the general public. These items are limited by the Massachusetts General Laws and must be raised in the next year's tax rate.

Formal budgetary integration is employed as a management control device during the year for the general fund and proprietary funds. Effective budgetary control is achieved for all other funds through provisions of the Massachusetts General Laws.

At year end, appropriation balances lapse, except for certain unexpended capital items and encumbrances which will be honored during the subsequent year.

#### B. Budgetary Basis

The general fund final appropriation appearing on the "Budget and Actual" page of the fund financial statements represents the final amended budget after all reserve fund transfers and supplemental appropriations.

#### C. Budget/GAAP Reconciliation

The budgetary data for the general fund is based upon accounting principles that differ from generally accepted accounting principles (GAAP). Therefore, in addition to the GAAP basis financial statements, the results of operations of the general fund are presented in accordance with budgetary accounting principles to provide a meaningful comparison with budgetary data.

The following is a summary of adjustments made to the actual revenues and other sources, and expenditures and other uses, to conform to the budgetary basis of accounting.

General Fund	<u>Fir</u>	Revenues and Other nancing Sources		Expenditures and Other inancing Uses
Revenues/expenditures (GAAP basis)	\$	133,250,923	\$	132,356,549
Other financing sources/uses (GAAP basis)		245,756	_	
Subtotal (GAAP basis)		133,496,679		132,356,549
Remove effects of combining General and Stabilization funds		(47,316)		300,000
Adjust tax revenue to accrual basis		(617,300)		-
Reverse beginning of year appropriation carry- forwards from expenditures		-		(3,092,305)
Add end of year appropriation carryforwards to expenditures		- · · ·		3,402,286
Reverse effect of non-budgeted State contributions for teachers retirement		(11,092,722)		(11,092,722)
Budgetary basis	\$	121,739,341	\$	121,873,808

## D. Deficit Fund Equity

Certain individual funds reflected deficit balances as of June 30, 2017:

Community Development Block Grant Major Fund: Grant funds	\$ (169,771)
City Grants Major Fund: Police 911 Training Grant DPW Street Construction Chapter 90 Shea Street Flood Hazard Mitigation Bullet Proof Vest Grant	(34,108) (75,896) (107,289) (31,972)
Total City Grants Fund	(249,265)
Non Major Funds: Special Education IDEA Grant Title IIA Grant ELT Grant Airport fund Airport project funds	(141,625) (83,329) (21,888) (107,282) (225,079)
Total Non Major Funds	(579,203)
Total All Funds	\$ (998,239)

It is anticipated that the deficits in these funds will be eliminated through future departmental and intergovernmental revenues, bond issuances and/or transfers from other funds.

#### 3. Cash and Short-Term Investments

Custodial Credit Risk - Deposits. Custodial credit risk is the risk that in the event of a bank failure, the City's deposits may not be returned to it. Massachusetts general law Chapter 44, section 55, limits deposits "in a bank or trust company or banking company to an amount not exceeding sixty per cent of the capital and surplus of such bank or trust company or banking company, unless satisfactory security is given to it by such bank or trust company or banking company for such excess." The City's policy to limit custodial credit risk consists of complying with applicable Massachusetts General Laws and obtaining collateralization agreements for any amounts in excess of FDIC or DIFM.

As of June 30, 2017, none of the City's bank balance of \$44,809,614 was exposed to custodial credit risk as uninsured and/or uncollateralized.

As of December 31, 2016, \$185,893 of the Retirement System's bank balance of \$2,037,574 was exposed to custodial credit risk as uninsured, uncollateralized, and/or collateral held by pledging bank's trust department not in the Retirement System's name.

#### 4. Investments

#### A. Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. For short-term investments that were purchased using surplus revenues (which excludes investments purchased with Library funds), Massachusetts General Law, Chapter 44, Section 55 and the City's investment policy limits the City's investments to the top rating issued by at least one nationally recognized statistical rating organization (NRSROs) Additionally, the City's investment policy limits the amount invested in any single financial institution (other than U.S. Treasury or State pooled funds) to 10%. The Library's investment policy requires they invest in a prudent manner, achieving growth and income through quality investments with minimal risk; all bonds should have a rating of BBB- or better.

Presented below (in thousands) is the actual rating as of June 30, 2017 for each investment of the City:

		Exempt From Disclosure	Rating as of Year End			
Investment Type	Amount		AAA	<u>AA+ / AA-</u> <u>A+ / A-</u>	BBB+ - B-	
Certificates of deposit Corporate bonds Corporate equities Federal securities Mutual funds Pooled state funds	\$ 1,637 1,792 833 5,423 288 604	\$ 1,637 \$ - 833 - 288 604	- 55 - 5,423 - -	\$ - \$ - 178 646   	\$ - 913 - - - -	
Total	\$ 10,577	\$ <u>3,362</u> \$	5,478	\$ <u>178</u> \$ <u>646</u>	\$ <u>913</u>	

Massachusetts General Law, Chapter 32, Section 23, limits the investment of Retirement System funds, to the extent not required for current disbursements, in the Pension Reserves Investment Trust (PRIT) Fund or in securities, other than mortgages or collateral loans, which are legal for the investment of funds in savings banks under the laws of the Commonwealth, provided that no more than the established percentage of assets, is invested in any one security.

The Retirement System's investments consist of shares in the Pension Reserves Investment Trust. Due to their nature, none of these investments are subject to credit risk disclosure. Fair value is the same as the value of the pool share. The Pension Reserves Investment Trust was created under Massachusetts General Law, Chapter 32, Section 22, in December 1983. The Pension Reserves Investment Trust is operated under contract with a private investment advisor, approved by the Pension Reserves Investment Management Board.

#### B. Custodial Credit Risk

The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g. broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The City's policy manages custodial credit risk by the diversification and prudent selection of investment instruments and choice of depository. The Library's investment policy to limit custodial credit risk is to keep a diversified portfolio, with specified ranges of asset allocation between cash equivalents (0% - 25%), fixed income (25% - 75%) and stocks (25% - 50%). The Retirement System does not have a policy for custodial credit risk.

The City's investments are subject to custodial credit risk exposure because the related securities are uninsured, unregistered and/or held by the City's brokerage firm (which is also the Counterparty to these securities) but are not in the City's name. The City manages this risk with SIPC and excess SIPC.

All of the Retirement System's investments are in pooled investment funds, which are exempt from custodial credit risk exposure.

#### C. Concentration of Credit Risk

The City places no limit on the amount the City may invest in any one issuer. The City does not have an investment in any one issuer (other than U.S. Treasuries) greater than 5% or more of total investments.

The Library limits investment in any one company to no more than 15% of the total stock portfolio and no one industry can represent more than 30% of total equity holdings. The Library's investments were within these limits as of June 30, 2017.

The Retirement System does not have an investment in one issuer (other than PRIT) greater than 5% of total investments.

#### D. Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The City's investment policy manages interest rate risk by the diversification and prudent selection of investment instruments and choice of depository. The Library's policy limits interest rate risk by requiring fixed income investments (bonds) to have an average maturity of 7 years or less. The Retirement System does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Information about the sensitivity of the fair values of the System's investments (including Library funds) to market interest rate fluctuations is as follows (in thousands):

•			. [	Exempt	otInvestment Maturit		Maturitie	es (in Years)		
				From		Less		-		
Investment Type		<u>Amount</u>	<u>Di</u>	sclosure	1	han 1		<u>1-5</u>		<u>6-10</u>
Certificates of deposit	\$	1,637	\$	-	\$	245	\$	1,381	\$	11
Corporate bonds		1,792		-		779		954		59
Corporate equities		833		833		-		-		-
Federal securities		5,423		-		554		4,101		768
Mutual funds		288		288		-		-		-
Pooled state funds	-	604	_	604	_	-	_			<u>- '</u>
Total	\$_	10,577	\$_	1,725	\$_	1,578	\$_	6,436	\$	838

None of the Retirement System's investments are subject to market interest rate fluctuations.

#### E. Foreign Currency Risk

Foreign currency risk is the risk that changes in foreign exchange rates will adversely affect the fair value of an investment. None of the City's investment policies address foreign currency risk specifically; however, Massachusetts General Laws prohibit foreign investment.

#### F. Fair Value

The City and System categorize fair value measurements within the fair value hierarchy established by Governmental Accounting Standards Board Statement No. 72 Fair Value Measurement and Application (GASB 72). The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

The City has the following fair value measurements as of June 30, 2017 (in thousands):

			Fair Value Measurements Using:					
Description Investments by fair value level:		<u>Amount</u>	in a marl ide	ed prices active cets for ntical evel 1)	ot	gnificant oservable inputs (Level 2)	unol	gnificant oservable nputs <u>evel 3)</u>
Debt securities	\$	0.704	æ		\$	2 724	\$	•
U.S. Treasury notes Federal securities	Ф	2,721 2,702	. \$	-	Φ.	2,721 2,702	<b>.</b>	<u>-</u>
Corporate bonds		2,702 1,792		-		1,792		_
Mutual funds		288		-		288		_
Equity Securities		200		-		200		
Corporate Equities								
Utilities		34		34				· .
Information technology		107		107		-		-
Telecommunication services		45		45		-		_
Industrials		68		68				_
Healthcare		94		94				_
Consumer staples		165		165		-		-
Financial services		310		310		<b>.</b>		-
Other sectors		10		10		-		-
Investments measured at the net asset value (NAV):								
External investment pool		604		_				-
Total	\$_	8,940	\$_	833	\$	7,503	\$	_

-			Redemption	
•			Frequency	Redemption
, all 4		Unfunded	(If currently	Notice
Description	<u>Amount</u>	Commitments	eligible)	Period
External investment pool	\$604_	\$	Quarterly	30 days

The System has the following fair value measurements as of December 31, 2016 (in thousands):

<u>Description</u> <u>Amount</u>

Investments measured at the net asset value (NAV):

External investment pool

\$ 103,061

Redemption Frequency Redemption Unfunded (If currently Notice Description Amount Commitments eligible) Period External investment pool \$ 103,061 \$ - Monthly 30 days

#### 5. Taxes and Excises Receivable

Real estate and personal property taxes are levied and based on values assessed on January 1 of every year. Assessed values are established by the Board of Assessor's for 100% of the estimated fair market value. Taxes are due on a quarterly basis and are subject to penalties and interest if they are not paid by the respective due date. Real estate and personal property taxes levied are recorded as receivables in the fiscal year they relate to.

The day after the final tax bill is due, a demand notice may be sent to the delinquent taxpayer. Fourteen days after the demand notice has been sent, the tax collector may proceed to file a lien against the delinquent taxpayers' property. The City has an ultimate right to foreclose on property for unpaid taxes. Personal property taxes cannot be secured through the lien process.

Motor vehicle excise taxes are assessed annually for every motor vehicle and trailer registered in the Commonwealth. The Registry of Motor Vehicles annually calculates the value of all registered motor vehicles for the purpose of excise assessment. The amount of motor vehicle excise tax due is calculated using a fixed rate of \$25 per \$1,000 of value.

Taxes and excise receivables at June 30, 2017 consists of the following, net of an estimated allowance for doubtful account in the government-wide financial statements:

Receivables:	Gross <u>Amount</u>		Allowance for Doubtful Accounts	Net Amount
Real estate taxes Personal property taxes	\$ 956,330 173,514	\$_	(28,975) (104,983)	\$ 927,355 68,531
Total current property taxes	1,129,844		(133,958)	995,886
Tax liens Demo tax title Demo liens	4,231,003 1,414,737 118,385		(2,961,702) (1,273,263) (106,547)	1,269,301 141,474 11,838
Total non-current property taxes	5,764,125	_	(4,341,512)	1,422,613
Motor vehicle excise	1,354,124		(533,206)	820,918
Grand Total	\$ 8,248,093	\$	(5,008,676)	\$ 3,239,417

# 6. <u>User Fee Receivables</u>

Receivables for user charges and betterments at June 30, 2017 consist of the following:

		Gross <u>Amount</u>	Allowance for Doubtful <u>Accounts</u>		Net Amount
Receivables:			•	•	
	•	1,634,607	\$ (256,456)	\$	1,378,151
Water	Þ		(531,251)	•	2,307,526
Sewer	_	2,838,777	(331,231)	-	
Total	\$	4,473,384	\$ <u>(787,707)</u>	\$_	3,685,677

# 7. Intergovernmental Receivables

The balance reported in the accompanying governmental funds balance sheet represents reimbursements requested from Federal and State agencies for expenditures incurred in fiscal 2017 and are expected to be reimbursed in fiscal year 2018.

The balance reported in the governmental activities statement of net position includes an additional amount (\$1,924,946 current and \$1,924,946 non-current) that represents future school building project cost reimbursements. This receivable will be paid to the City by the Massachusetts School Building

Authority in annual installments of approximately \$2 million through fiscal year 2019.

#### 8. Loans Receivable

The loan receivable balance represents loans issued to individuals for home improvement and mortgage financing, one loan to a Community Development Corporation located in Fitchburg to renovate a building for use as housing for pregnant teenagers and a loan to the Fitchburg Redevelopment Authority described below. The loans were issued through the City's Community Development Block Grant and HOME Grant programs.

Loan balances as of June 30, 2017 consist of the following:

		Total Loan <u>Balance</u>	<u>f</u>	Less Allowance or Uncollect.		Net <u>Amount</u>
CDBG - consumer loans CDBG - mortgage/financing loans CDBG - deferred payment loans HOME - mortgage/financing loans Other City grants - deferred payment	\$	.916,987 18,672 766,012 1,540,588	\$	(183,397) - (766,012) (308,118)	\$	733,590 18,672 - 1,232,470
loans Total	- \$_	6,569,411 9,811,670	-	(6,569,411) (7,826,938)	- \$	1,984,732

#### 9. Interfund Fund Receivables/Payables

Although self-balancing funds are maintained, most transactions flow through the general fund. In order to obtain accountability for each fund, interfund receivable and payable accounts must be utilized. The following is an analysis of the June 30, 2017 balances in interfund receivable and payable accounts:

Fund	Due From <u>Other Funds</u>	Due To Other Funds
General fund City Grants fund	\$ 761,481 	\$ - 761,481
Total	\$ 761,481	\$ 761,481

#### 10. Capital Assets

Capital asset activity for the year ended June 30, 2017 was as follows (in thousands):

										"
•		eginning	_		_			Convert		Ending
		Balance	<u>Ir</u>	creases	De	creases		<u>CIP</u>		<u>Balance</u>
Governmental Activities:									•	
Capital assets, being depreciated:	•	13,643	\$	206	\$	_ ,	\$	279	\$	14,128
Land improvements	\$	84,257	φ	578	Ψ	(490)	Ψ	259	~	84,604
Buildings and improvements  Machinery, equipment, and furnishings		20,650		1,106		(171)		1,292		22,877
Infrastructure		79,054		1,870			_	250	_	81,174
Total capital assets, being depreciated		197,604	_	3,760		(661)		2,080		202,783
Less accumulated depreciation for:										
Land improvements		(5,224)		(378)		-		· -		(5,602)
Buildings and improvements		(42,595)		(2,305)		-		-		(44,900)
Machinery, equipment, and furnishings		(15,399)		(1,437)		171		-		(16,665)
Infrastructure		(48,935)	_	(2,018)			_		_	(50,953)
Total accumulated depreciation		(112,153)	_	(6, 138)		171	_	-	_	(118,120)
Total capital assets, being depreciated, net		85,451		(2,378)		(490)		2,080		84,663
Capital assets, not being depreciated:										4 == 4
Land		4,483		307		(236)		- (0.000)		4,554
Construction in progress (CIP)		4,053	_	4,790	_		_	(2,080)	_	6,763
Total capital assets, not being depreciated		8,536	_	5,097	_	(236)	_	(2,080)	-	11,317
Governmental activities capital assets, net	\$_	93,987	\$_	2,719	\$_	(726)	\$_		\$_	95,980
	F	Beginning						Convert		Ending
		Balance	1	ncreases	De	ecreases		CIP		Balance
Business-Type Activities:	•									
Capital assets, being depreciated:							_		•	400 444
Buildings and improvements	\$	109,441	\$	-	\$	- (E7)	\$	- 274	\$	109,441 8,298
Machinery, equipment, and furnishings		7,852		132		(57) (580)		371 13,433		66,905
Infrastructure	_	53,731		321	_	(580)	-		-	
Total capital assets, being depreciated		171,024		453	*	(637)		13,804		184,644
Less accumulated depreciation for:		/F4 00T		(0.753)						(54,394)
Buildings and improvements		(51,637)		(2,757)		- 57		- -		(4,338)
Machinery, equipment, and furnishings		(3,885)		(510) (1.030)		303		<u>-</u>		(18,734)
Infrastructure	-	(18,007)		(1,030)	-		•		•	
Total accumulated depreciation	_	(73,529)		(4,297)	-	360	•	42 204		(77,466)
Total capital assets, being depreciated, net		97,495		(3,844)		(277)		13,804		107,178
Capital assets, not being depreciated:										4 505
Land		1,535						- (40.00A)		1,535
Construction in progress (CIP)	_	15,277		2,885	-			(13,804)		4,358
Total capital assets, not being depreciated	_	16,812	•	2,885				(13,804)		5,893
Business-type activities capital assets, net	\$_	114,307	. \$	(959)	\$_	(277)	\$	-	\$	113,071

Depreciation expense was charged to functions of the City as follows (in thousands):

Governmental Activities:		
General government	\$	97
Public safety		911
Education	. 1	,857
Public works	2	,546
Human services		303
Culture and recreation	. 45-44-16	424
Total depreciation expense - governmental activities	\$_6	,138
Business-Type Activities:	<del></del>	
Water	\$ 1	,874
Sewer	_2	,423
Total depreciation expense - business-type activities	\$ 4	,297

#### 11. <u>Deferred Outflows of Resources</u>

Deferred outflows of resources represent the consumption of net position by the City that is applicable to future reporting periods. Deferred outflows of resources have a positive effect on net position, similar to assets. Deferred outflows of resources related to pensions in accordance with GASB Statement No. 68 Accounting and Financial Reporting for Pensions are more formally discussed in Note 21.

#### 12. Warrants and Accounts Payable

Warrants payable represent 2017 expenditures paid by July 15, 2017 as permitted by law. Accounts payable represent additional 2017 expenditures paid after July 15, 2017.

#### 13. Notes Payable

The City had the following notes outstanding at June 30, 2017:

Purpose	Interest Rate(s) %	Date of <u>Issue</u>	Date of <u>Maturity</u>	<u>-</u>	Balance at lune 30, 2017
Bond anticipation - sewer/airport MCWT interim note	2.25% 0.0%	06/23/17 05/01/17	06/22/18 variable	\$	2,614,000 1,510,043
Total				\$_	4,124,043

The following summarizes activity in notes payable during fiscal year 2017:

_	Balance Beginning New	Balance End of
<u>Purpose</u>	<u>of Year</u> <u>Issues</u> <u>Matur</u>	<u>rities Year</u>
Bond anticipation	\$ 2,500,000 \$ 2,614,000 \$ (2,500	0,000) \$ 2,614,000
MCWT interim note	1,510,043	- 1,510,043
Total	\$ 2,500,000 \$ 4,124,043 \$ (2,500	0,000) \$ 4,124,043

#### 14. Long-Term Debt

#### A. General Obligation Bonds

The City issues general obligation bonds to provide funds for the acquisition and construction of major capital facilities. General obligation bonds have been issued for both governmental and business-type activities. General obligation bonds currently outstanding are as follows:

•	0		Amount
	Serial	1.1	Outstanding
	Maturities	Interest	as of
Purpose	Through	Rate(s) %	<u>June 30, 2017</u>
Governmental Activities:			
Multi-purpose - refunding (2012)	12/01/18	2.0 - 4.0	\$ 5,600,000
Multi-purpose - refunding (2016)	06/30/19	2.0 - 4.0	698,000
Multi-purpose (2011)	06/15/21	3.0 - 4.0	420,000
Multi-purpose (2016)	06/30/21	2.0 - 4.0	1,585,000
Multi-purpose (2013)	06/15/23	3.0 - 3.5	1,425,000
Total Governmental Activities			\$9,728,000
Business-Type Activities:			
Water Fund:			
Water treatment (MCWT 99-06)	08/01/20	1.0 - 2.0	\$ 3,060,000
Water treatment (MCWT 00-10)	08/01/20	1.0 - 2.0	1,660,000
General obligation 2011 - water portion	06/15/21	3.0 - 4.0	400,000
Water treatment (MCWT 00-10A)	08/01/24	1.0 - 2.0	2,790,000
Water treatment (MCWT 01-16)	07/15/25	-	4,207,755
General obligation 2013 - water portion	06/15/33	3.0 - 3.5	1,390,000
Total Water Fund			13,507,755

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Sewer Fund:				
Sewer inflow (MCWT 97-30)	08/01/18	1.0 - 2.0		309,000
General obligation 2004 - sewer portion	03/15/19	2.5 - 5.0		290,000
Sewer inflow (MCWT 03-12)	08/01/24	2.0		315,000
Sewer (MCWT 03-12A)	07/15/25	2.0		3,121,590
General obligation 2016 - sewer portion	06/30/26	2.0 - 4.0		2,575,000
Sewer (MCWT 03-12B)	07/15/26	2.0		895,892
Multi-purpose 2008 - sewer portion	06/01/28	3.5 - 5.5		350,000
2016 refunding - sewer portion	06/30/28	2.0 - 4.0		3,342,000
Sewer (MCWT 08-03)	07/15/28	2.0		4,744,030
Sewer (MCWT 08-03A)	07/15/30	2.0		723,706
Sewer (MCWT 03-12C)	07/15/30	2.0		240,749
General obligation 2011 - sewer portion	06/15/31	3.0 - 4.0		1,400,000
General obligation 2013 - sewer portion	06/15/33	3.0 - 3.5		1,520,000
Sewer (MCWT 12-01)	07/15/35	2.0		5,119,803
Sewer (MCWT 12-02)	07/15/35	2.0		6,559,210
Sewer (MCWT 12-01A)	07/15/36	2.0		692,244
Sewer (MCWT 13-01)	07/15/36	2.0		12,691,813
Sewer (MCWT 13-01A)	01/15/37	2.0	-	1,231,951
Total Sewer Fund			_	46,121,988
Total Business-Type Activities			\$_	59,629,743

#### B. Future Debt Service

The annual payments to retire all general obligation long-term debt outstanding as of June 30, 2017 are as follows:

Governmental		Principal		Interest	<u>Total</u>
2018	\$	3,940,000	\$	296,347	\$ 4,236,347
2019		4,028,000		146,060	4,174,060
2020		650,000		54,902	704,902
2021		645,000		31,300	676,300
2022		235,000		13,950	248,950
2023	_	230,000	_	6,892	236,892
Total	\$	9,728,000	\$_	549,451	\$ 10,277,451
Business-Type		Principal		Interest	Total
2018	\$	5,233,448		1,343,906	\$ 6,577,354
2019		5,321,590		1,084,593	6,406,183
2020 /		5,110,510		974,883	6,085,393
2021		5,189,033		887,624	6,076,657
2022		3,923,475		799,452	4,722,927
2023 - 2027		18,427,235		2,768,500	21,195,735
2028 - 2032		10,323,022		1,252,816	11,575,838
2033 - 2037		6,101,430	-	283,616	6,385,046
Total	\$	59,629,743	\$_	9,395,390	\$ 69,025,133

# C. Changes in General Long-Term Liabilities

During the year ended June 30, 2017, the following changes occurred in long-term liabilities (in thousands):

		4 .				
<u>Purpose</u>	Balance July 1, 2016 (Restated)	Additions	Reductions	Total Balance June 30, 2017	Less Current Portion	Long-Term Portion June 30, 2017
Governmental Activities Bonds payable Net pension liability Net OPEB liability	\$ 13,573 115,145 137,650	\$ - 5,928 9,762	\$ (3,845) - -	\$ 9,728 121,073 147,412	(3,940) - -	5,788 121,073 147,412
Other: Loan payable Accrued employee benefits Capital lease liability	662 3,313 819	- 88 	(325) - (81)	337 3,401 738 4,476	(337) - (83) (420)	3,401 655 4,056
Subtotal other  Totals	4,794 \$ 133,512	88 \$ 6,016	(406) \$ (4,251)	\$ <u>135,277</u>	\$ (4,360)	\$ 130,917
	Balance July 1, 2016 (Restated)	Additions	Reductions	Total Balance June 30, 2017	Less Current Portion	Long-Term Portion June 30, 2017
Business-Type Activities Bonds payable Net pension liability Net OPEB liability	\$ 63,502 8,047 6,453	\$ 1,232 5,376 542	\$ (5,105) - -	\$ 59,629 13,423 6,995	\$ (5,233) - -	\$ 54,396 13,423 6,995
Other: Accrued employee benefits	396	19_		415		415
Totals	\$ 78,398	\$ <u>7,169</u>	\$ <u>(5,105)</u>	\$ <u>80,462</u>	\$ <u>(5,233)</u>	\$ 75,229

### D. Advance and Current Refundings

#### Prior Year

On June 23, 2016 the City issued general obligation bonds in the amount of \$9,395,000 (interest rate ranging from 2% - 4%), \$1,083,000 of which was used to refund \$1,090,000 of term bonds (for governmental activities) and \$3,359,000 of which was used to advance refund \$3,500,000 of term bonds (for the sewer fund), both with an interest rate of 3.5%. The governmental activities bond mature on November 15, 2018 and were callable at the time of refunding. The sewer-related term bonds mature on June 1, 2028 and are redeemable (with a premium) on June 1, 2018.

The general obligation bonds were issued at 109.5% and, after paying issuance costs of \$133,084, the net proceeds of the refunding bonds were \$4,833,489. Of the net proceeds, \$1,099,204 was placed with a trustee (cash deposit) to pay the principal and interest due August 1, 2016 for the current refunding of the governmental activities bond and \$3,734,285 was used to purchase U.S. government securities and those securities were deposited in an irrevocable trust with an escrow agent to provide debt

service payments (and a redemption premium) until the sewer-related term bonds are called on June 1, 2018.

The refunding met the requirements of an in-substance debt defeasance and the term bonds were removed from the City's fiscal year 2016 financial statements.

As a result of the advance refunding, the City reduced its total debt service cash flow requirements by \$461,022 which resulted in an economic gain (difference between the present value of the debt service payments on the old and new debt) of \$372,932.

Defeased debt still outstanding at June 30, 2017 is \$3,500,000.

#### 15. Loan Payable

In fiscal year 2013, the City obtained approximately 27,000 trash/recycling carts through their waste removal contractor. These carts were distributed to residential and commercial customers by the contractor, but they are owned by the City. The City will fund the purchase of these carts by making predetermined, interest-free payments to the waste removal contractor, over a six-year period beginning in fiscal year 2013. The total cost of the carts / initial loan amount was \$1,856,969 and the City made its first payment of \$283,500 in fiscal year 2013. The total balance due to the contractor at June 30, 2017 was \$336,709 (all current).

#### 16. Capital Lease

In November 2014 the City signed a lease-purchase agreement for approximately 3,000 street light fixtures for a total cost of \$1,175,000. Construction began on this project in fiscal year 2015 and completed in fiscal year 2017. Future minimum lease payments under the capital leases consisted of the following as of June 30, 2017:

Fiscal Year		
2018	\$	104,122
2019		104,122
2020		104,122
2021		104,122
2022		104,122
2023-2025	_	312,367
Total payments		832,977
Less amounts representing interest		(95,240)
Present Value of Minimum Lease Payments	\$_	737,737

#### 17. Deferred Inflows of Resources

Deferred inflows of resources are the acquisition of net position by the City that are applicable to future reporting periods. Deferred inflows of resources have a negative effect on net position, similar to liabilities. The City reports two items as deferred inflows of resources, one of which is attributable to changes in the net pension liability, and the other which arises from the current financial resources measurement focus and the modified accrual basis of accounting in governmental funds. Deferred inflows of resources related to pension will be recognized in pension expense in future years and is more fully described in Note 21.

Unavailable revenues are reported in the governmental funds balance sheet in connection with receivables for which revenues are not considered available to liquidate liabilities of the current year.

On the government-wide basis financial statements, the deferred inflows balance represents the following:

- Amounts in the Internal Service Fund for teachers' withholdings to be applied over July and August 2017 of \$430,438.
- Unamortized net decrease in long-term debt outstanding resulting from the City's issuance of refunding bonds in fiscal years 2006 and 2012 of \$142,991. The balance will be amortized (as a credit to annual interest expense of \$71,494) until fiscal year 2019.

#### 18. Governmental Funds - Balances

Fund balances are segregated to account for resources that are either not available for expenditure in the future or are legally set aside for a specific future use.

The City implemented GASB Statement No. 54 (GASB 54), Fund Balance Reporting and Governmental Fund Type Definitions, which enhances the usefulness of fund balance information by providing clearer fund balance classifications that can be more consistently applied and by clarifying existing governmental fund type definitions.

The following types of fund balances are reported at June 30, 2017:

Nonspendable - Represents amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact. This fund balance classification includes nonmajor governmental fund reserves for the principal portion of permanent trust funds.

Restricted - Represents amounts that are restricted to specific purposes by constraints imposed by creditors, grantors, contributors, or laws or regulations of other governments, or constraints imposed by law through constitutional provisions or enabling legislation. This fund balance classification includes capital projects funded by bond issuances, various special revenue funds, and the income portion of permanent trust funds.

<u>Committed</u> - Represents amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the City's highest level of decision-making authority. No funds met this fund balance classification in fiscal year 2017.

<u>Assigned</u> - Represents amounts that are constrained by the City's intent to use these resources for a specific purpose. This fund balance classification includes general fund encumbrances that have been established by various City departments for the expenditure of current year budgetary financial resources upon vendor performance in the subsequent budgetary period and surplus set aside for use in the subsequent year's budget.

<u>Unassigned</u> - Represents amounts that are available to be spent in future periods, general stabilization fund and deficit funds.

Following is a breakdown of the City's fund balances at June 30, 2017:

Nonspendable Nonexpendable	General <u>Fund</u>	Community Development Block Grant	City Grants <u>Fund</u>	Nonmajor Governmental <u>Funds</u>	Total Governmental <u>Funds</u>
permanent funds	\$	\$	\$	\$ 2,166,330	\$ 2,166,330
Total Nonexpendable	-		-	2,166,330	2,166,330
Restricted					, ,
Bonded projects	· -	-	-	21,237	21,237
Special revenue funds	-	384,406	390,464	6,897,593	7,672,463
Expendable permanent funds	<u> </u>	-		2,440,038	2,440,038
Total Restricted	-	384,406	390,464	9,358,868	10,133,738
Assigned					
Encumbrances	3,402,286	=	-	···	3,402,286
Reserved for expenditures	700,000		-		700,000
Total Assigned	4,102,286	-	_	-	4,102,286
Unassigned					. ,
General fund	7,906,871	-	_		7,906,871
Stabilization fund *	5,794,574	-	_	•	5,794,574
Deficit fund balances	( <u> </u>	(169,771)	(249,265)	(579,203)	(998,239)
Total Unassigned	13,701,445	(169,771)	(249,265)	(579,203)	12,703,206
Total Fund Balance	\$ 17,803,731	\$214,635	\$ 141,199	\$ 10,945,995	\$ 29,105,560

<sup>\*</sup> Massachusetts General Law Ch. 40 §5B allows for the establishment of stabilization funds for one or more different purposes. The creation of a fund requires two-thirds vote of the legislative body and must clearly define the purpose of the fund. Any change to the purpose of the fund, along with any additions to or appropriations from the fund, requires a two-thirds vote of the legislative body.

#### 19. Transfers In/Out

The City reports interfund transfers between various funds. Most transfers result from budgetary or statutory actions, whereby funds are moved to accomplish various expenditure purposes. The following is an analysis of interfund transfers:

Fund	Transfers In	Transfers Out	
General fund	\$ 245,756	\$ -	
Nonmajor Governmental Funds: Special revenue funds		245,756	
Total	\$ 245,756	\$ <u>245,756</u>	

#### 20. Long-term Contracts

McKay Campus School – In July 1995, the City entered into an agreement with the Commonwealth of Massachusetts (acting through Fitchburg State University, FSU) whereby FSU would operate the elementary school located at the City's McKay school building. FSU provides staff and pays overhead costs, while the City provides textbooks, supplies, and use of the building. Per the terms of the agreement, the cost to the City is negotiated annually. The agreement can be terminated by either party, with two year's notice. The cost of this agreement for fiscal year 2017 was approximately \$820,000.

Ambulance Services – Effective with fiscal year 2008, the City entered into a three-year agreement with a private company to provide ambulance services to its residents. Under the terms of the initial agreement, the City is guaranteed to receive approximately \$400,000 per year from the private company. Effective with fiscal year 2011, the City extended the agreement for 5 years, with an increase in annual guaranteed revenue to \$450,000. In May 2015, the City signed a multi-year extension of this agreement through June 30, 2020 with annual guaranteed revenue of \$520,000.

<u>City Hall Lease</u> – Due to imminent structural concerns with the long time City Hall building, the City was forced to relocate all offices to leased space in October 2012.

In September 2012, the City entered into a lease with the Fitchburg Redevelopment Authority (FRA) for two spaces totaling approximately 14,550 square feet. The initial term of the lease is from September 15, 2012 – December 31, 2016, with provisions for 3 one-year extensions. The lease was extended as of January 1, 2017. Per the extended lease terms, fixed base rent for the first space, consisting of approximately 8,400 square feet, is \$84,000 annually. The fixed base rent for the 2<sup>nd</sup> space (approximately 6,150 square feet) is \$61,500 annually. As of June 16, 2017, a 3<sup>rd</sup> space has been

secured through an amendment to the original lease for an additional 2,000 square feet for a fixed annual rent amount of \$20,000, payable monthly.

Net Metering Credit Agreement – In April 2014 the City entered into a 5-year net metering credit agreement with Hi-Gear Products, who owns and operates a solar electric generation facility in Fitchburg. Under the terms of the agreement, the City purchases energy credits from Hi-Gear at a 15% discount, which are to be applied to its electricity bill, up to a maximum annual savings of \$210,000. Either party can terminate the agreement with three months' notice.

#### 21. <u>Fitchburg Contributory Retirement System</u>

The City follows the provisions of GASB Statement No. 68, Accounting and Financial Reporting for Pensions – an amendment of GASB Statement No. 27, with respect to the employees' retirement funds.

#### A. Plan Description

Substantially all employees of the City (except teachers and administrators under contract employed by the School Department) are members of the Fitchburg Contributory Retirement System (the System), a cost sharing, multiple employer public employee retirement system (PERS). Eligible employees must participate in the System. The pension plan provides pension benefits, deferred allowances, and death and disability benefits. Chapter 32 of the Massachusetts General Laws establishes the authority of the System, contribution percentages and benefits paid. The System's Retirement Board does not have the authority to amend benefit provisions. Additional information is disclosed in the System's annual financial reports publicly available from the System located at the Fitchburg Municipal Offices, 166 Boulder Drive, Suite 108, Fitchburg, MA 01420.

#### Participant Retirement Benefits

The System provides for retirement allowance benefits up to a maximum of 80% of a member's highest three-year average annual rate of regular compensation for those hired prior to April 2, 2012 and the highest five-year average annual rate of regular compensation for those first becoming members of the Massachusetts System on or after that date. However, per Chapter 176 of the Acts of 2011, for members who retire on or after April 2, 2012, if in the 5 years of creditable service immediately preceding retirement, the difference in the annual rate of regular compensation between any 2 consecutive years exceeds 10 percent, the normal yearly amount of the retirement allowance shall be based on the average annual rate of regular compensation received by the member during the period of 5 consecutive years preceding retirement. Benefit payments are based

upon a member's age, length of creditable service, level of compensation and group classification.

If a participant was a member prior to April 1, 2012, a retirement allowance may be received at any age, upon attaining 20 years of service. The plan also provides for retirement at age 55 if the participant was a member prior to January 1, 1978, with no minimum vesting requirements. If the participant was a member on or after January 1, 1978 and a member of Groups 1 or 2, then a retirement allowance may be received if the participant (1) has at least 10 years of creditable service, (2) is age 55, (3) voluntarily left Town/City employment on or after that date, and (4) left accumulated annuity deductions in the fund. Members of Group 4, have no minimum vesting requirements, however, must be at least age 55. Groups 2 and 4 require that participants perform the duties of the Group position for at least 12 months immediately prior to retirement.

A participant who became a member on or after April 2, 2012 is eligible for a retirement allowance upon 10 years creditable service and reaching ages 60 or 55 for Groups 1 and 2, respectively. Participants in Group 4 must be at least age 55. Groups 2 and 4 require that participants perform the duties of the Group position for at least 12 months immediately prior to retirement.

A retirement allowance consists of two parts: an annuity and a pension. A member's accumulated total deductions and a portion of the interest they generate constitute the annuity. The difference between the total retirement allowance and the annuity is the pension. The average retirement benefit is approximately 80-85% pension and 15-20% annuity.

#### Participant Refunds

Employees who resign from service and who are not eligible to receive a retirement allowance are entitled to request a refund of their accumulated total deductions. Members voluntarily withdrawing with at least 10 years of service or involuntarily withdrawing, receive 100% of the regular interest that has accrued on those accumulated total deductions. Members voluntarily withdrawing with less than 10 years of service get credited interest each year at a rate of 3%.

#### Participants Contributions

Participants contribute a set percentage of their gross regular compensation annually. Employee contribution percentages are specified in Chapter 32 of the Massachusetts General Laws. The employee's individual contribution percentage is determined by their date of entry into the system. In addition, all employees hired after January 1, 1979 contribute an additional 2% on all gross regular compensation over the rate of \$30,000 per year. The percentages are as follows:

Before January 1, 1975	5%
January 1, 1975 - December 31, 1983	7%
January 1, 1984 - June 30, 1996	8%
Beginning July 1, 1996	9%

For those members entering a Massachusetts System on or after April 2, 2012 in Group 1, the contribution rate will be reduced to 6% when at least 30 years of creditable service has been attained.

#### **Employer Contributions**

Employers are required to contribute at actuarially determined rates as accepted by the Public Employee Retirement Administration Commission (PERAC).

The City's contribution to the System for the year ended June 30, 2017 was \$10,220,557, which was slightly higher than annual required contribution of \$10,194,122.

#### B. Summary of Significant Accounting Policies

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the System and additions to/deductions from System's fiduciary net position have been determined on the same basis as they are reported by System. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with benefit terms. Investments are reported at fair value.

# C. <u>Pension Liabilities</u>, <u>Pension Expense</u>, <u>and Deferred Outflows of Resources Related to Pensions</u>

At June 30, 2017, the City reported a liability of approximately \$134 million for its proportionate share of the net pension liability. The net pension liability was measured as of December 31, 2016 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of January 1, 2016. The City's proportion of the net pension liability was based on a projection of the City's long-term share of contributions to the pension plan relative to the projected contributions of all participating employers, actuarially determined. At June 30, 2017, the City's proportion was 96.28 percent.

For the year ended June 30, 2017, the City recognized pension expense of \$14,027,453. In addition, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources (in thousands):

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 5,619	\$ -
Net difference between projected and actual earnings on pension plan investments	4,929	-
Changes of assumptions	3,258	, <b>-</b>
Changes in proportion and differences between contributions and proportionate share of contributions		258
Total	\$ <u>13,806</u>	\$ 258

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows (in thousands):

Year ended June 30:	
2018	\$ 3,551
2019	3,551
2020	3,465
2021	2,030
2022	 951
Total	\$ 13,548

# D. Actuarial Assumptions

A summary of the actuarial assumptions as of the latest actuarial valuation is shown below:

Valuation Date	January 1, 2016
Actuarial cost method	Entry Age Normal
Actuarial assumptions: Investment rate of return Projected salary increases Post-retirement cost-of-living adjustment	7.75% 4.00% 3% of first \$12,000

Actuarial valuation of the ongoing Systems involves estimates of the reported amounts and assumptions about probability of occurrence of events far into the future. Examples include assumptions about future employment mortality and future salary increases. Amounts determined regarding the net pension liability are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future.

Mortality rates were based on:

- Pre-retirement rates reflect the RP-2000 Employees table projected generationally with Scale BB and a base year of 2000 (gender distinct).
- Post-retirement rates reflect the RP-2000 Healthy Annuitant table.
- For disable retirees, the rates reflect the RP-2000 Health Annuitant table with base year of 2000, set forward 2 years (gender distinct).

During the most recent valuation there were changes in assumptions, including reducing the investment rate of return from 7.95% in 2013 to 7.75% in 2016. This had the effect of increasing total pension liability by \$4.6 million. Additionally, the salary increase assumption was reduced from 4.25% in 2013 to 4.00% in 2016. This had the effect of decreasing the total pension liability by \$805,000.

The long-term expected rate of return on pension plan investments was selected from a best estimate range determined using the building block approach. Under this method, an expected future real return range (expected returns, net of pension plan investment expense and inflation) is calculated separately for each asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return net of investment expenses by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major class are summarized in the following table:

		Long-term
χ <sup>'</sup>	Target	Expected
	Asset	Real Rate
Asset Class	Allocation	of Return
Large cap equities	14.5%	7.50%
Small/mid cap equities	3.5%	7.75%
International equities	16.0%	7.83%
Emerging market equities	6.0%	9.61%
Core bonds	5.0%	4.00%
20+ year Treasuries	5.0%	3.75%
TIPS	3.0%	3.75%
High-Yield bonds	1.5%	5.75%
Bank loans	1.5%	6.00%
EMD (external)	1.0%	5.75%
EMD (loçal currency)	2.0%	6.50%
Private debt	4.0%	9.06%
Private equity	10.0%	9.50%
Real estate	10.0%	6.50%
Timberland	4.0%	6.00%
Hedge funds & portfolio completion	13.0%	6.48%
Total	100.0%	

#### E. Discount Rate

The discount rate used to measure the total pension liability was 7.75%. The projection of cash flows used to determine the discount rate assumed that the plan member contributions will be made at the current contribution rate and that employer contributions will be made at contractually required rates, actuarially determined. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments to current active and inactive plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

# F. <u>Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate</u>

The following presents the City's proportionate share of the net pension liability calculated using the discount rate of 7.75%, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1 percentage-point lower (6.75%) or 1 percentage-point higher (8.75%) than the current rate (in thousands):

Fiscal Year Ended	1% Decrease	Current Discount	1% Increase
	(6.75%)	Rate (7.75%)	(8.75%)
June 30, 2017	\$159,326	\$134,496	\$116,177

#### G. Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued System financial report.

#### 22. <u>Massachusetts Teachers' Retirement System (MTRS)</u>

#### A. Plan Description

The Massachusetts Teachers' Retirement System (MTRS) is a public employee retirement system (PERS) that administers a cost-sharing multi-employer defined benefit plan, as defined in Governmental Accounting Standards Board (GASB) Statement No. 67, Financial Reporting for Pension Plans. MTRS is managed by the Commonwealth on behalf of municipal teachers and municipal teacher retirees. The Commonwealth is a nonemployer contributor and is responsible for all contributions and future benefit requirements of the MTRS. The MTRS covers certified teachers in cities (except Boston), towns, regional school districts, charter schools, educational collaboratives, and Quincy College. The MTRS is

> part of the Commonwealth's reporting entity and does not issue a standalone audited financial report.

> Management of MTRS is vested in the Massachusetts Teachers' Retirement Board (MTRB), which consists of seven members — two elected by the MTRS members, one who is chosen by the six other MTRB members, the State Treasurer (or their designee), the State Auditor (or their designee), a member appointed by the Governor, and the Commissioner of Education (or their designee), who serves ex-officio as the Chairman of the MTRB.

#### B. Benefits Provided

MTRS provides retirement, disability, survivor, and death benefits to members and their beneficiaries. Massachusetts General Laws (MGL) establishes uniform benefit and contribution requirements for all contributory PERS. These requirements provide for superannuation retirement allowance benefits up to a maximum of 80% of a member's highest three-year average annual rate of regular compensation. For employees hired after April 1, 2012, retirement allowances are calculated on the basis of the last five years or any five consecutive years, whichever is greater in terms of compensation. Benefit payments are based upon a member's age, length of creditable service, and group creditable service, and group classification. The authority for amending these provisions rests with the Legislature.

Members become vested after ten years of creditable service. A superannuation retirement allowance may be received upon the completion of twenty years of creditable service or upon reaching the age of 55 with ten years of service. Normal retirement for most employees occurs at age 65. Most employees who joined the system after April 1, 2012 cannot retire prior to age 60.

The MTRS' funding policies have been established by Chapter 32 of the MGL. The Legislature has the authority to amend these policies. The annuity portion of the MTRS retirement allowance is funded by employees, who contribute a percentage of their regular compensation. Costs of administering the plan are funded out of plan assets.

#### C. Contributions

Member contributions for MTRS vary depending on the most recent date of membership:

Membership Date

% of Compensation

Prior to 1975 1975 - 1983 1984 to 6/30/1996 7/1/1996 to present 7/1/2001 to present 5% of regular compensation 7% of regular compensation 8% of regular compensation 9% of regular compensation

11% of regular compensation (for teachers hired after 7/1/01 and those accepting provisions of

Chapter 114 of the Acts of 2000)

1979 to present

An additional 2% of regular compensation in

excess of \$30,000

#### D. Actuarial Assumptions

The total pension liability for the June 30, 2016 measurement date was determined by an actuarial valuation as of January 1, 2016 rolled forward to June 30, 2016. This valuation used the following assumptions:

- (a) 7.5% investment rate of return, (b) 3.5% interest rate credited to the annuity savings fund and (c) 3.0% cost of living increase per year on the first \$13,000 per year.
- Salary increases are based on analyses of past experience but range from 4.0% to 7.5% depending on length of service.
- Experience study is dated July 21, 2014 and encompasses the period January 1, 2006 to December 31, 2011.
- Mortality rates were as follows:
  - Pre-retirement reflects RP-2014 Employee table projected generationally with Scale BB and a base year of 2014 (gender distinct).
  - Post-retirement reflects RP-2014 Healthy Annuitant table projected generationally with Scale BB and a base year of 2014 (gender distinct).
  - Disability assumed to be in accordance with the RP-2014 Healthy Annuitant table projected generationally with Scale BB and a base year of 2014 set forward 4 years.

Investment assets of the MTRS are with the Pension Reserves Investment Trust (PRIT) Fund. The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future rates of return are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future rates of return by the target asset allocation percentage. Best estimates of geometric rates of return for each major asset class included in the PRIT Fund's target

asset allocation as of June 30, 2016 are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Global equity	40.0%	6.9%
Core fixed income	13.0%	1.6%
Private equity	10.0%	8.7%
Real estate	10.0%	4.6%
Value added fixed income	10.0%	4.8%
Hedge funds	9.0%	4.0%
Portfolio Completion Strategies	4.0%	3.6%
Timber/natural resources	4.0%	5.4%
Total	100.0%	

#### E. Discount Rate

The discount rate used to measure the total pension liability was 7.5%. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rates and the Commonwealth's contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rates. Based on those assumptions, the net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

#### F. Sensitivity Analysis

The following illustrates the sensitivity of the collective net pension liability to changes in the discount rate. In particular, the table presents the MTRS collective net pension liability assuming it was calculated using a single discount rate that is one-percentage-point lower or one-percentage-point higher than the current discount rate (in thousands):

Fiscal Year 1% Decrease		<b>Current Discount</b>	1% Increase		
Ended to (6.5%)		Rate (7.5%)	to (8.5%)		
June 30, 2016	\$27,464,000	\$22,357,928	\$18,022,000		

#### G. Special Funding Situation

The Commonwealth is a nonemployer contributor and is required by statute to make all actuarial determined employer contributions on behalf of the member employers. Therefore, these employers are considered to be in a special funding situation as defined by GASB Statement No. 68,

Accounting and Financial Reporting for Pensions (GASB 68) and the Commonwealth is a nonemployer contributing entity in MTRS. Since the employers do not contribute directly to MTRS, there is no net pension liability to recognize for each employer.

#### H. City Proportions

In fiscal year 2016 (the most recent measurement period), the Commonwealth's proportionate share of the MTRS' collective net pension liability and pension expense that is associated with the City was \$108,745,192 and \$11,092,722 respectively, based on a proportionate share of 0.486%. As required by GASB 68, the City has recognized its portion of the collective pension expense as both a revenue and expenditure in the general fund.

# 23. Other Post-Employment Benefits - OPEB (GASB 74/75)

GASB Statement No. 74, Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans, and GASB Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions, replaces the requirements of GASB Statement No. 43, Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans, and GASB Statement No. 45, Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions. These statements establish standards for recognizing and measuring liabilities, deferred outflows of resources, deferred inflows of resources, and expense/expenditures. These statements identify the methods and assumptions that are required to be used to project benefit payments, discount projected benefit payments to their actuarial present value, and attribute that present value to periods of employee service. Note disclosure and required supplementary information requirements about OPEB also are addressed.

#### A. General Information About the OPEB Plan

Plan description. The City provides healthcare for retired employees through its single-employer defined benefit Other Post-Employment Benefit (OPEB) plan. Chapter 32B of the Massachusetts General Laws (MGL) establishes the benefits, benefit levels, employee contributions and employer contributions requirements. The OPEB plan is administered through a trust, established in July 2015, that meets the criteria in paragraph 4 of GASB Statement No. 75. The OPEB plan does not issue a stand-alone financial report.

Benefits provided. Retirees and their covered dependents are eligible to participate in the City's medical and prescription drug programs. All active employees who retire from the City and meet the eligibility criteria will receive these benefits.

At June 30, 2017, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefit payments	890
Active employees	1,051
Total	1,941

Contributions. Retirees contribute between 25% and 30% toward medical coverage and 25% toward \$10,000 life insurance coverage. The City contributes the remainder of the OPEB plan costs on a pay-as-you-go basis.

#### B. Net OPEB Liability

The City's net OPEB liability of approximately \$154.4 million was measured as of June 30, 2017 and determined by an actuarial valuation as of that date. Changes in the net OPEB liability are as follows (in thousands):

	In	Increase (Decrease)				
	Total OPEB <u>Liability</u>	•				
Balances at June 30, 2016	\$ 150,114	\$ 256	\$ 149,858			
Changes for the year: Service cost Interest Contributions - employer Net investment income Benefit payments	5,434 4,868 - (5,412)	- 5,712 42 (5,412)	5,434 4,868 (5,712) (42)			
Net changes	4,890	342_	4,548			
Balances at June 30, 2017	\$ <u>155,004</u>	\$598	\$ <u>154,406</u>			

#### C. Actuarial Assumptions and Other Inputs

Actuarial assumptions. The total OPEB liability in the June 30, 2017 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Inflation Salary increases Healthcare cost trend rates 3 percent

3 percent, average, including inflation 8 percent, decreasing 0.5 percent per year to an ultimate rate of 5 percent

Mortality rates were based on the RP-2014 mortality table, with Scale MP-2014 projection.

The actuarial assumptions used in the valuation were based on the results of the most recent actuarial experience study.

Discount rate. The discount rate used to measure the total OPEB liability was 3.13%. The projection of cash flows used to determine the discount rate assumed that City contributions will be made at current contribution rates. Based on those assumptions, the OPEB plan's fiduciary net position was not projected to be available to make all projected future benefit payments of current plan members. Therefore, the expected rate of return on OPEB plan investments was based on the S&P Municipal Bond 20-year High Grade Rate Index and was applied to all periods of projected benefit payments to determine the total OPEB liability.

# D. Sensitivity of the Net OPEB Liability

Sensitivity of the total OPEB liability to changes in the discount rate. The following presents the net OPEB liability of the City, as well as what the City's net OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (2.13 percent) or 1-percentage-point higher (4.13 percent) than the current discount rate (in thousands):

	1% Decrease	Discount	1% Increase
	(2.13%)	Rate (3.13%)	(4.13%)
Net OPEB liability	\$180,234	\$154,406	\$128,578

Sensitivity of the total OPEB liability to changes in the healthcare cost trend rates. The following presents the net OPEB liability of the City, as well as what the City's net OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower (7 percent) or 1-percentage-point higher (9 percent) than the current healthcare cost trend rates (in thousands):

	Healthcare Cost			
	1% Decrease (7.0%)	Trend Rates (8.0%)	1% Increase (9.0%)	
Net OPEB liability	\$126,091	\$154,406	\$188,643	

# E. <u>OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB</u>

For the year ended June 30, 2017, the City recognized an OPEB expense of \$10,302,622. At June 30, 2017, the City did not report deferred outflows of resources and deferred inflows of resources related to OPEB.

#### 24. Commitments and Contingencies

Outstanding Legal Issues – On an ongoing basis, there are typically pending legal issues in which the City is involved. There is one case the City is vigorously defending and there is a strong likelihood that the City will prevail, however, the potential future settlement of this case could have a material affect on the financial statements taken as a whole.

<u>Grants</u> – Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount of expenditures which may be disallowed by the grantor cannot be determined at this time, although the City expects such amounts, if any, to be immaterial.

Wastewater Consent Decree (CD), Wastewater NPDES Permit, and Related Potential Liabilities — The City has been made aware of combined sewer separation, overflow and inflow/infiltration environmental issues which may become a material liability of the City in the future. The City signed the final consent decree with the Environmental Protection Agency (originally issued on June 1, 2012) which includes a compliance schedule that lasts through the year 2030 with a May 2012 estimated total cost of up to \$104 million, depending on re-evaluation and testing of phosphorous emissions and other factors in a few years. The decree also addresses the City's compliance with its NPDES permit. A Federal National Pollutant Discharge Elimination System (NPDES) permit enables and regulates the discharge of treated wastewater and the operation and management of a publicly owned treatment works. The City's NPDES permit is renewable every 5 years and includes various limitations, including phosphorous limits.

The City has established several projects to address different aspects of the sewer separation/overflow/treatment issues, including NPDES permit issues. As of June 30, 2017, the City has incurred approximately \$56 million of engineering and construction costs related to these projects, \$42.7 million of which was funded through the Massachusetts Clean Water Trust (MCWT).

#### 25. Self-Insurance

The City self-insures against claims for most employee health coverage. Annual estimated requirements for claims are provided in the City's annual operating budget.

The City's insurance plans are retrospectively rated policies. In other words, the City contributes a level monthly premium which is adjusted quarterly for actual claims paid.

The City contracts with an insurance carrier for excess liability coverage and an insurance consultant for claims processing. Under the terms of its insurance coverage, the City is liable for up to \$130,000 per incident. The City has no maximum aggregate liability for all claims paid within one year. The claims liability represents an estimate of claims incurred but unpaid at year end, based on past historical costs and claims paid subsequent to year end.

Changes in the aggregate liability for claims for the year ended June 30, 2017 are as follows:

Claims liability, July 1, 2016	\$	808,117
Claims incurred/recognized in fiscal year 2017		20,114,070
Claims paid in fiscal year 2017	_	(20,099,545)
Claims liability, June 30, 2017	\$ <u>_</u>	822,642

The claims liability at year end was comprised entirely of estimated incurred but not reported claims.

# 26. <u>Beginning Net Position Restatement</u>

The beginning (July 1, 2016), net position of the City has been restated as follows:

	4		Business-i	ype /	ACTIVITIES
•	Governme Activiti		Water Fund		Sewer Fund
As previously reported, 6/30/16	\$ (39,576	,626) \$	27,608,134	\$	28,118,542
Implementation of GASB 75	(84,407	,651)	(1,073,243)	· _	(2,413,416)
As restated, 6/30/16	\$ (123,984	,277) \$	26,534,891	\$ _	25,705,126

# CITY OF FITCHBURG, MASSACHUSETTS SCHEDULE OF PROPORTIONATE SHARE OF THE NET PENSION LIABILITY (GASB 68)

JUNE 30, 2017

(Unaudited)

(Amounts expressed in thousands)

#### Fitchburg Contributory Retirement System

t	Proportion of the Net Pension <u>Liability</u>	Proportionate Share of the Net Pension <u>Liability</u>	Covered Payroll	Proportionate Share of the Net Pension Liability as a Percentage of Covered Payroll	Plan Fiduciary Net Position Percentage of the Total <u>Pension Liability</u>
016	96.28%	\$134,496	\$30,723	437.8%	42.9%
015	96.60%	\$123,193	\$29,175	422.3%	43.7%
014	96.55%	\$115,754	\$27,759	417.0%	45.6%

#### Massachusetts Teachers' Retirement System

t	Proportion of the Net Pension Liability	Proportionate Share of the Net Pension <u>Liability</u>	Commonwealth of Massachusetts' Total Proportionate Share of the Net Pension Liability Associated with the City	Total Net Pension Liability Associated with the City	Covered <u>Payroll</u>	Proportionate Share of the Net Pension Liability as a Percentage of Covered Payroll	Plan Fiduciary Net Position Percentage of the Total Pension Liability
3	0.49%	-	\$108,745	\$108.745	\$31,993	<u>-</u>	52.7%
5	0.50%	•	\$101,788	\$101,788	\$31,490		55.4%
4	0.51%	· <del>-</del>	\$81,168	\$81,168	\$31,335	-	61.6%

nation for 10 years. hey become available.

#### CITY OF FITCHBURG, MASSACHUSETTS

#### SCHEDULE OF PENSION CONTRIBUTIONS (GASB 68)

JUNE 30, 2017

(Unaudited)

(Amounts expressed in thousands)

#### Fitchburg Contributory Retirement System

Fiscal <u>Year</u>	Contractually Required Contribution	Contributions in Relation to the Contractually Required Contribution	Contribution Deficiency (Excess)	Covered Payroll	Contributions as a Percentage of Covered Payroll
June 30, 2017	\$10,194	\$10,220	(\$26)	\$30,723	33.3%
June 30, 2016	\$9,649	\$9,672	(\$23)	\$29,175	33.2%
June 30, 2015	\$9,096	\$9,118	(\$22)	\$27,759	32.8%

Schedules are intended to show information for 10 years. Additional years will be displayed as they become available.

See Independent Auditors' Report.

# CITY OF FITCHBURG, MASSACHUSETTS OTHER POST-EMPLOYMENT BENEFITS (OPEB) SCHEDULE OF CHANGES IN NET OPEB LIABILITY (GASB 74/75)

(Unaudited)

(Amounts expressed in thousands)

Total OPER Habitie		2017
Total OPEB liability  Service cost Interest on unfunded liability - time value of \$ Benefit payments, including refunds of member contributions	\$	5,434 4,868 (5,412)
Net change in total OPEB liability	,	4,890
Total OPEB liability - beginning		150,114
Total OPEB liability - ending (a)	\$	155,004
Plan fiduciary net position Contributions - employer Net investment income Benefit payments, including refunds of member contributions	\$	5,712 42 (5,412)
Net change in plan fiduciary net position	-	342
Plan fiduciary net position - beginning		256
Plan fiduciary net position - ending (b)	\$_	598
Net OPEB liability (asset) - ending (a-b)	\$_	154,406

Schedule is intended to show information for 10 years. Additional years will be displayed as they become available.

See notes to the City's financial statements for summary of significant actuarial methods and assumptions.

See Independent Auditors' Report.

# CITY OF FITCHBURG, MASSACHUSETTS OTHER POST-EMPLOYMENT BENEFITS (OPEB) SCHEDULES OF NET OPEB LIABILITY, CONTRIBUTIONS, AND INVESTMENT RETURNS (GASB 74/75)

(Unaudited)

(Amounts expressed in thousands)

Schedule of Net OPEB Liability		<u>2017</u>
Total OPEB liability Plan fiduciary net position	\$	155,004 (598)
Net OPEB liability	\$_	154,406
Plan fiduciary net position as a percentage of the total OPEB liability		0.39%
Covered payroll	\$	72,824
Participating employer net OPEB liability as a percentage of covered payroll		212.03%
Schedule of Contributions		<u>2017</u>
Actuarially determined contribution	\$	10,303
Contributions in relation to the actuarially determined contribution	. •	(5,712)
Contribution deficiency (excess)	\$	4,591
Covered payroll	\$	72,824
Contributions as a percentage of covered payroll		7.84%
Schedule of Investment Returns		2017
Annual money weighted rate of return, net of investment expense		9.10%

Schedules are intended to show information for 10 years. Additional years will be displayed as they become available.

See notes to the City's financial statements for summary of significant actuarial methods and assumptions.

See Independent Auditors' Report.

# CITY OF FITCHBURG, MASSACHUSETTS

Independent Auditors' Reports Pursuant to Government Auditing Standards and Uniform Guidance

For the Year Ended June 30, 2017

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Additional Offices: Nashua, NH Manchester, NH Andover, MA Ellsworth, ME

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

#### Independent Auditors' Report

Honorable Mayor and City Council City of Fitchburg, Massachusetts

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of and for the year ended June 30, 2017, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated March 19, 2018.

### **Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely

basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

#### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

#### Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

March 19, 2018

Melanson Heath



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REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL OVER COMPLIANCE; AND REPORT ON SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE

# **Independent Auditors' Report**

Honorable Mayor and City Council City of Fitchburg, Massachusetts

# Report on Compliance for Each Major Federal Program

We have audited the City's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of City's major federal programs for the year ended June 30, 2017. The City's major federal programs are identified in the Summary of Auditors' Results section of the accompanying schedule of findings and questioned costs.

# Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

# **Auditors' Responsibility**

Our responsibility is to express an opinion on compliance for each of the City's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2

U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the City's compliance.

# **Opinion on Each Major Federal Program**

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2017.

# **Report on Internal Control Over Compliance**

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

# **Purpose of This Report**

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

# Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of and for the year ended June 30, 2017, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated March 19, 2018, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditure of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

March 19, 2018

Melanson Heath

# CITY OF FITCHBURG, MASSACHUSETTS Schedule of Expenditures of Federal Awards For the Year Ended June 30, 2017

	Federal CFDA <u>Number</u>	Pass Through Identifying <u>Number</u>	Federal <u>Expenditures</u>	Passed Through to Subrecipient
tts Department of Elementary and				
ogram - Cash Assistance	10.555	14-097	\$ 3,162,287	\$ -
ogram - Non-Cash Assistance	10.555	14-097	184,148	-
ogram for Children	10.559	14-097-SF-202	102,968	
ıster			3,449,403	-
tts Department of Elementary and				
d Program	10.558	201509CAC575	187,539	
∋ Program	10.582	14-097-CF-810	24,376	<u> </u>
of Agriculture			3,661,318	-
<u>Jrban Development</u>			· ·	•
Block Grants/Entitlement Grants - Year 42	14.218	n/a	704,233	88,656
Block Grants/Entitlement Grants - Year 41	14.218	n/a	209,774	10,486
Block Grants/Entitlement Grants - Years 38-40	14.218	n/a	105,282	-
ships Program	14.239	n/a	106,905	·
	14.251	n/a	13,176	
Control in Privately-Owned Housing	14.900	n/a	510,335	-
of Housing and Urban Development			1,649,705	99,142
				7

(continued)

# CITY OF FITCHBURG, MASSACHUSETTS Schedule of Expenditures of Federal Awards For the Year Ended June 30, 2017 (continued)

	Federal CFDA <u>Number</u>	Pass Through Identifying <u>Number</u>	Federal <u>Expenditures</u>	Passed Through to <u>Subrecipient</u>
	NE-MA-466 NE-MA-0680 MA0141500	n/a n/a n/a	14,863 4,408 11,295	-
nd Community Policing Grants	16.710	n/a	27,446	-
3 Executive Office				
Program     stice Assistance Grant Program	16.607 16.738	unavailable unavailable	6,388 28,042	<u>-</u>
Justice		·	92,442	-
s Aeronautics Commission am - Runway 14 Study am - Phase I Easement Project am - Phase II Easement Project am - Phase III Easement Project Transportation	20.106 20.106 20.106 20.106	AIP 3-25-0018-25-2015 AIP 3-25-0018-22-2013 AIP-3-25-0018-23-2014 AIP 3-25-0018-24-2015	311,303 18,199 194,256 832,024 1,355,782	
s to Organizations and Individuals	45.024	n/a	9,211	
nt for the Arts			9,211	<b>-</b>
3 Clean Water Trust ∋an Water State Revolving Funds - 2013 ∋an Water State Revolving Funds - 2014	66.458 66.458	CS25000113-CW 2013 CS25000114-CW 2014	2,428,060 1,215,860	
ection Agency			3,643,920	-

(continued)

# CITY OF FITCHBURG, MASSACHUSETTS Schedule of Expenditures of Federal Awards For the Year Ended June 30, 2017 (continued)

	Federal CFDA <u>Number</u>	Pass Through Identifying <u>Number</u>	Federal Expenditures	Passed Through to <u>Subrecipient</u>
•				
3 Department of Elementary				
) States	84.027	240-098773-2017-0097	1,677,774	<b>-</b> .
3 Department of Early Education and Care ol Grants	84.173	26217FitchburgPublic	46,673	_
Juster			1,724,447	
3 Department of Elementary			1,121,111	. ·
ational Agencies - 2017 ational Agencies - 2016 ation - Basic Grants to States ildren and Youth nunity Learning Centers on State Grants Partnerships State Grants Education	84.010 84.010 84.048 84.196 84.287 84.365 84.366 84.367	305-098772-2017-0097 305-074210-2016-0097 400-069-6-0097-D 310-016-7-0097-R 647-139-7-0097-R/647-099-7-0097-R 180-098775-2017-0097 150-001-5-0097-A 140-098774-2017-0097	1,933,402 1,182,929 40,906 38,832 245,645 104,438 95,279 441,717 5,807,595	- - - - - -
ation	97.036	n/a	329,034	-
ind Emergency Response (SAFER)	97.083	n/a	9,114	-
Homeland Security	•		338,148	<u> </u>
nditures			\$ 16,558,121	\$ 99,142

egral part of this schedule.

# CITY OF FITCHBURG, MASSACHUSETTS

Notes to the Schedule of Expenditures of Federal Awards

For the Year Ended June 30, 2017

# Note 1. Basis of Presentation

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal award activity of the City under programs of the federal government for the year ended June 30, 2017. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position or cash flows of the City.

# Note 2. Summary of Significant Accounting Policies

- Expenditures reported on the Schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited to reimbursement.
- The amounts reported for the National School Lunch Program Non-Cash Assistance represent the fair value of commodities provided by the Commonwealth.
- The City has elected not to use the 10-percent de minimis indirect cost rate as allowed under the Uniform Guidance.

June 5, 2018

Independent Auditor's Report

# CITY OF FITCHBURG, MASSACHUSETTS

Schedule of Findings and Questioned Costs

For the Year Ended June 30, 2017

# **SECTION I - SUMMARY OF AUDITORS' RESULTS**

Financial Statements	•		
Type of auditors' report issued:		Unmod	ified
Internal control over financial reporting:			
Material weakness(es) identified?		yes	X no
Significant deficiencies identified?		yes	X none reported
Noncompliance material to financial state- ments noted?		yes	X no
Federal Awards			
Internal control over major programs:			
Material weakness(es) identified?		yes	_X_ no
Significant deficiencies identified?		yes	X none reported
Type of auditors' report issued on complian major programs:	ce for	Unmod	ified
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?		yes	X no
Identification of major programs:			
CFDA Number(s)	Name of Federal Program or Cluster		
20.106 84.027 / 84.173 97.036	Airport Improvement Program Special Education Cluster Shea St Flood Hazard Mitigation		
Dollar threshold used to distinguish between type A and type B programs:		\$750,0	00
Auditee qualified as low-risk auditee?		X yes	no

**SECTION II - FINANCIAL STATEMENT FINDINGS** 

None.

SECTION III - FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS

None.

**SECTION IV - SCHEDULE OF PRIOR YEAR FINDINGS** 

There were no findings in the prior year.

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Reading waived. Report placed on file in the City Clerk's Office. 10 members present. Board consists of 11 members.

Reports of Committees Appointments Committee Oral Report

#### REPORTS OF COMMITTEES

# Appointments Committee Oral Report Meeting of June 5, 2018

The Appointments Committee recommended the following Appointments be confirmed:

# Re-Appointments:

# Members of the Planning Board

(Term to expire January 1, 2021)
Mr. Andrew Van Hazinga

(Term to expire January 1, 2021)
Ms. Paula Caron

# Member of the Disability Commission

(Term to expire June 30, 2019)
Ms. Sharon Tardiff

Report accepted. Appointments confirmed by unanimous vote. 10 members present. Board consists of 11 members.

# Finance Committee Meeting of May 22, 2018

The Finance Committee recommended the following Orders be adopted:

- 141-18. ORDERED THAT: There be and hereby is appropriated the sum of NINE THOUSAND, FIVE HUNDRED DOLLARS (\$9,500.00), same to be charged against AVAILABLE FUNDS and credited to DPW HIGHWAY PERSONAL SERVICES, SUMMER HELP.
- 142-18. ORDERED THAT: There be and hereby is appropriated the sum of TEN THOUSAND DOLLARS (\$10,000.00), same to be charged against AVAILABLE FUNDS and credited to ASSESSOR EXPENSE, CONTRACTED SERVICES.
- ORDERED THAT: The City of Fitchburg hereby approves the expenditure of funds from the Massachusetts Executive Office of Public Safety and Security earmark (MGL Chapter 47, Acts of 2017) in the approximate amount of \$50,000.00 (FIFTY THOUSAND AND 00/100 DOLLARS) for the purpose of said earmark, which is to support handicap accessibility improvements at the police station, as well as camera and door security upgrades at the police station and city parking garages.
- 144-18. ORDERED THAT: The City of Fitchburg hereby approves the expenditure of funds from the NewVue Communities gift in the approximate amount of \$45,000.00 (FORTY-FIVE THOUSAND AND 00/100 DOLLARS) for the purpose of said gift, which is for the reconstruction of various sidewalks on High Street and Marshall Street.

Finance Committee

Finance Committee

- ORDERED THAT: The City of Fitchburg hereby approves the expenditure of funds from the Massachusetts Department of Environmental Protection, Clean Energy Results Program, Gap II funding grant in the approximate amount of \$200,000.00 (TWO HUNDRED THOUSAND AND 00/100 DOLLARS) for the purpose of said grant, which is for the design, purchase, installation, and other ancillary work of an inline turbine at the Water Division's Narrows Road Pressure Reducing Valve Station.
- ORDERED THAT: The City of Fitchburg hereby approves the expenditure of funds from the Massachusetts Clean Energy Center grant in the approximate amount of \$78,357.00 (SEVENTY-EIGHT THOUSAND, THREE HUNDRED FIFTY-SEVEN AND 00/100 DOLLARS) for the purpose of said grant, which is for the design, purchase, installation, and other ancillary work of an inline turbine at the Water Division's Narrows Road Pressure Reducing Valve Station.
- ORDERED THAT: The City of Fitchburg hereby approves the expenditure of funds from the Commonwealth of Massachusetts, Executive Office of Energy and Environmental Affairs, Drinking Water Protection Program in the approximate amount of \$137,500.00 (ONE HUNDRED THIRTY-SEVEN THOUSAND, FIVE HUNDRED AND 00/100 DOLLARS) for the purpose of said grant, which is for the purchase of property on Piper Road in Ashby and for the costs of purchasing a conservation restriction on a certain parcel of land on Crocker Road in Ashby.
- ORDERED THAT: There be and hereby is appropriated the sum of ONE HUNDRED THIRTY-SEVEN THOUSAND, FIVE HUNDRED DOLLARS (\$137,500.00), same to be charged against FUND BALANCE RESERVED FOR LAND PURCHASES and credited to WATER CAPITAL EXPENDITURES, LAND PURCHASES.

Report read and accepted. Orders adopted by unanimous vote. 10 members present. Board consists of 11 members. Orders signed by the Mayor June 8, 2018.

# Legislative Affairs Committee Meeting of May 29, 2018

The Legislative Affairs Committee recommended the following Petition be held in Committee:

067-18. Councilor Michael Kushmerek to require all short-term rental units to register and have a regular inspection as outlined in the attached document.

HARRY CLIA (FBM)

TO THE HONORABLE CITY COUNCIL OF THE CITY OF FITCHBURG 2018 MAR 12 PM 1: 19

Ladies and Gentlemen:

The undersigned Petition your Honorable Body to

Short Term Rental Safety Requirement Recommendations:

Any residence or commercial property not already licensed as a motel, hotel, inn or bed and breakfast, being used to accommodate travelers either as a Bed and Breakfast Home, Bed and Breakfast Inn, Airbnb, Couchsurfing, VRBO, YourHomeSuite, or any other online or other format service for providing short (less than 1 month) rentals, regardless of the total space included in the service (bedroom, full apartment, full house, couch, etc.) shall register with the City as a business, apply for a victualer license and shall conform to the following safety requirements:

- Fire Code inspection and Fire Alarm System updates to bring to current code.
- Building Code inspection and Building Code updates to bring to current code.
- In the case of a Bed and Breakfast, or other operation providing food, Board of Health Inspections and any Board of Health code requirements to bring to current code.
- Comply with all applicable zoning codes for the zoned district in which the business exists and apply for any applicable variances.
- Comply with all applicable planning board requirements for the type of business's operation taking place and apply for any applicable special licenses.

The purpose of this ordinance is to assure that travelers into the city shall be afforded proper safety system and minimum emergency exit requirements during their stay.

Any such home, apartment or subsection of a home or apartment or commercial property not already zoned for such accommodations that is presently operating through one of the services for providing for short term travelers shall cancel existing bookings, cease taking any new guest accommodations immediately, and not accept any traveler bookings until such time as all of the above requirements are complied with.

Failure to comply with this ordinance or to cease operations as an accommodation shall result in a fine of \_\_\_\_\_ per day.

Reports of Committees

Legislative Affairs Committee

Legislative Affairs Committee

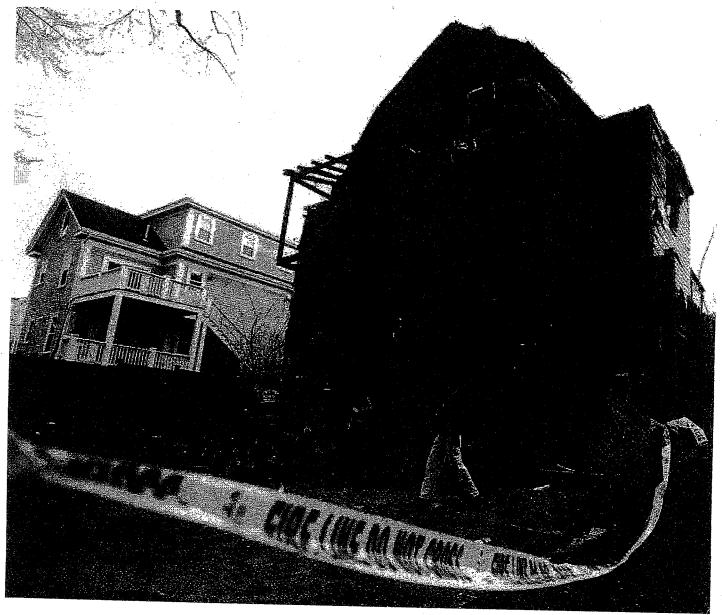
5/29/2018

Seven people injured in Somerville fire - The Boston Globe

B

Metro

# Residents jump to safety after 3-alarm blaze rips through home



DAVID L. RYAN/GLOBE STAFF

Residents had to jump from this Appleton Street home in Somerville early Friday to escape a three-alarm blaze.

By Eric Moskowitz

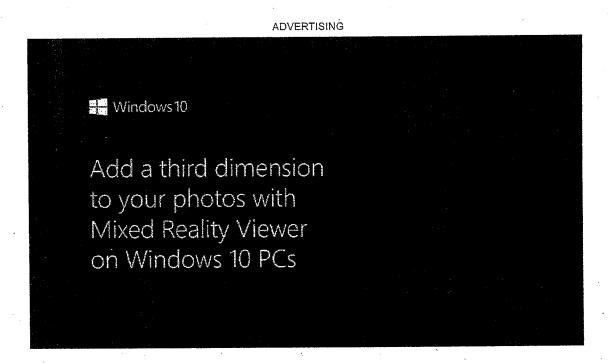
GLOBE STAFF JANUARY 27, 2017

Legislative Affairs Committee

9/2018 Seven people injured in Somerville fire - The Boston Globe

SOMERVILLE -- The woman's screams cut through the quiet on Appleton Street just after 2 a.m. They rattled Adam Lawrence awake on the other side of the building, jolted Dave Queenan in bed across the street, and roused John McWeeny's son all the way out on Josephine Avenue, 100 yards away.

By the time they realized what the screams meant, a roaring fire was sweeping through the apartment house at 8-10 Appleton on Friday, flames shooting from windows, thick smoke gathering inside. Queenan sprinted over to find two people lying on the sidewalk, then watched others jump from the second floor, with one man crashing onto a trash barrel before hitting the driveway, he said.



"I thought this whole block was going up," said McWeeny, a 61-year-old electrician. Queenan feared there might still be people inside, tried to run in, but choked immediately on the smoke, he said.

For a minute or two, confusion reigned, as neighbors ran to aid neighbors and police and firefighters began arriving. "My baby, my baby!" multiple people heard a woman scream. Panic spread — before a small white dog crawled from beneath smoke and flames, the "baby" the woman feared lost.

Soon, it became clear everyone had made it out, though the blaze ravaged the house. Somerville and state officials said they were still investigating the cause of the fire, which

Legislative Affairs Committee 5/29/2018

Seven people injured in Somerville fire - The Boston Globe

displaced at least 13 people. At least eight were treated at area hospitals for minor injuries or smoke inhalation, officials said.

"Everyone was out of the building when we got there," said Chief Engineer Patrick J. Sullivan III, Somerville's chief, though firefighters remained on scene for more than eight hours, extinguishing the blaze and investigating.

Jennifer Mieth, spokeswoman for the Office of the State Fire Marshal, late Friday put the estimated damage at more than \$500,000 and said investigators were still interviewing some victims.

The 2 1/2-story, gambrel-roofed home — listed as "9+ bedrooms" on city records — is one of more than two dozen in Somerville owned by landlord Tony Madan, who has been the subject of multiple public complaints in Somerville and Cambridge in recent years. Madan, who owns the home through Trio Enterprises LLC, did not respond to an email and phone message seeking comment. Three of his Boston Investments partners also did not respond to emails Friday.

Residents said the right half of the house was a triplex occupied by friends in a band that practiced in the basement. The left half contained a first-floor apartment, rented conventionally, and a four-bedroom duplex above it that rented by the room on Airbnb, multiple residents said.

Adam Lawrence had just arrived to rent one of those rooms a week ago, a college junior from California with a semester internship at a software company. He initially mistook those screams for an argument, then perceived faint beeping. Groggy, opening his door to the second-floor living room, he smelled smoke — and snapped awake in the dark, realizing "this is real."

He turned around, threw on jeans, grabbed his phone, and tried to go left toward the kitchen, hoping to flee out the back. The kitchen was impassable.

"I saw this huge orange glow. It was terrifying. You just can't believe what you're seeing," Lawrence said. Pivoting toward the front of the house, he now saw "this thick black layer of smoke clinging to the top of the ceiling," illuminated by the glow behind him.

https://www.bostonglobe.com/metro/2017/01/27/seven-people-injured-somerville-fire/kEAdXvaqba9doy4hR0bj9J/story.html

Legislative Affairs Committee

5/29/2018

Seven people injured in Somerville fire - The Boston Globe

Lawrence felt trapped, but he resolved to race through. "I was like, this needs to be the way out, or else I'll have to jump."

Dashing downstairs, smoke searing his lungs, Lawrence reached the door and tiny front porch and sprinted down the six final steps to the sidewalk. Soon, "flames [were] just shooting out the front door" behind him, he said.

Airbnb spokeswoman Crystal Davis said the company was working to rebook and assist displaced guests. "The entire Somerville community is in our thoughts during this time of need," she said by email.

Kevin Merrill, a retired construction worker who lives diagonally behind the house, said he initially saw flames "shooting out the cellar door in back, and the first floor [back] porch was on fire." He ran to Appleton just ahead of police and saw a young man open a second-floor window on the right side and climb onto the front-porch roof, he said. "As soon as he opened that window, the whole building just burst into flames."

Merrill said he screamed "jump!", but the man feared the drop, 10 feet at least, and appeared to turn back toward the window. But Merrill and an officer eventually coaxed him to slide off, grabbing him on the way down.

Queenan, from across the street, said he told his girlfriend to call 911, then sprinted over — and in that time alone, the fire seemed to double. Soon, he and other neighbors were handing out clothing — many victims had run out in pajamas — and allowing people to warm up and make calls from their homes.

Records show Madan and his wife purchased 8-10 Appleton in 2011 for \$775,000, then transferred it to one of many LLCs. Neighbors expected condo conversions, but rentals soon came on the market.

Dan Griffin, a teacher then in graduate school, rented one of the units with friends. Griffin said Madan had made "cursory cosmetic" touch-ups, like new appliances, but dragged his feet on responding to problems. Griffin said he and his friends moved out after a rat chewed through particle board that had been put up in place of a missing basement window, formed a nest amid construction debris, then died, causing an insect infestation.

Legislative Affairs Committee . 5/29/2918

Seven people injured in Somerville fire - The Boston Globe

John R. Ellement of the Globe staff contributed to this report. Eric Moskowitz can be reached at eric.moskowitz@globe.com. Follow him on Twitter @GlobeMoskowitz.

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https://www.bostonglobe.com/metro/2017/01/27/seven-people-injured-somerville-fire/kEAdXvaqba9doy4hR0bj9J/story.html

Report read and accepted. Petition held in Committee by unanimous vote. 10 members present. Board consists of 11 members.

City of Fitchburg,

The Legislative Affairs Committee recommended the following Petition be referred to the Council as a Whole Committee:

128-18. Councillor Elizabeth Walsh, to establish branding guidelines for use of social media by City Council members to avoid Open Meeting Law violations and to provide guidance in promoting a public image for the City of Fitchburg.

Reports of Committees

Legislative Affairs Committee

# Fwd: Open Meeting Law & Facebook

Sam Squailia <samsquailia@gmail.com>

Tue 5/29/2018 6:50 PM

To:Squailia, Samantha <SSquailia@fitchburgma.gov>;

@ 2 attachments

OML 2013-62 Nantucket Energy Study Committee.pdf; OML 2013-27 Swansea Board of Selectmen.pdf;

# Sam Squailia

Ms. Squailia,

As a city council member, you should feel comfortable sharing anything you would like on your Facebook page, including pictures. You should avoid commenting or communicating directly to a quorum of other city council members through your page or theirs. This issue is whether communications are directed toward a quorum. Communications directed toward a public audience and not restricted. However, public body members should not use such forums to engage in back and forth discussion or comments between the quorum. You may comment on a fellow councilor's page, but do so cautiously. Where a quorum participates in comments, there could be an unlawful deliberation.

I have attached two additional determination letters for your reference.

Sincerely,

Kadie

Kaitlin Maher

Paralegal, Division of Open Government

Office of the Massachusetts Attorney General

Legislative Affairs Committee

One Ashburton Place, 20<sup>th</sup> Floor

Boston, MA 02108

Ph: (617) 963-2451

Fax: (617) 727-5785

Kaitlin.Maher@State.MA.US

From: rusticcraftdesign@gmail.com [mailto:rusticcraftdesign@gmail.com] On Behalf Of Sam Squailia

Sent: Monday, July 24, 2017 10:23 AM

To: Maher, Kaitlin (AGO) < Kaitlin Maher@MassMail.State.MA.US>

Subject: Re: Open Meeting Law & Facebook

Thank you Kaitlin, This is very helpful.

Do you happen to have any other similar determination letters regarding Facebook Communication and OML complaints that you could send to me?

I would like to learn everything I can about these situations so I can be certain I would be complying fully within the guidelines. =)

It seems for the most part that I can share information freely and answer questions asked by the public--- as long as I do not add a personal opinion and as long as I am not responding to another member of the public body.

I assume I can share pictures of an upcoming or finished project that has already been approved, and express a positive opinion? ... can this be done among a quorum of councilors? Where is the line drawn for this situation?

Example: A new Soccer field, that the council has already voted on and approved, breaking ground pictures shared in a public Facebook page, and a quorum of city councilors comment with "this is great!" "So excited!" or really any comments of any opinion--- is this an issue?

Deliberation in a general sense seems to include any communication at all--- unless that communication also includes a mtg agenda or reports etc (without opinion added).

For example: Does that mean, as a city councilor, if I want to comment with added information to a post by a councilor in a public group that contains a quorum of councilors, I can only do so if I include a mtg agenda, report or other noted document/information?

To answer your questions, it would depend on whether you are discussing issues pertaining to the business of the City Council, and whether you are discussing directly with a quorum of the City Councilors.

So let's assume the intention is to discuss issues pertaining to the business of the City Council (not to discuss directly with a quorum of Councilors).

Yet---with the spread of social media--- one could argue a quorum of city councilors could see/read the discussion.

If a quorum does not add public comment in this situation, is it acceptable?

What if a member or a few members comment? Is that a violation of the original poster? Or of the member that added the comments?

June 5, 2018

Reports of Committees

Legislative Affairs Committee

Thank you very much. =)

Sam Squailia

On Mon, Jul 24, 2017 at 9:45 AM, Maher, Kaitlin (AGO) < kaitlin.maher@state.ma.us > wrote:

Good morning Ms. Squailia,

Thank you for your email. We actually have a couple FAQs on our website on the topic of "Deliberation and Electronic Communication" that I think will be helpful in your situation.

May members of a public body communicate with the public through social media platforms such as Facebook, Twitter, and webpages?

Yes, members of public bodies may communicate with members of the public through any social media platform. However, members of public bodies must be careful not to engage in deliberation with the other members of the public body through such communications. If a member of a public body communicates directly with a quorum of the public body over social media platforms such as Facebook or Twitter, that communication may violate the Open Meeting Law. Public body members should proceed with caution when communicating via these platforms.

May a members of a public body participate in a listserv?

It depends. A listserv is an electronic mailing list. A member of a public body may subscribe to a listserv. However, where a quorum of the members of a public body subscribe to a listserv, the public body risks unlawful deliberation. Where a quorum of the members of a public body belong to a listserv, public body members cannot participate in discussions which involve subject matter within the jurisdiction of the public body without engaging in unlawful deliberation. Therefore, we recommend that public body members use caution when joining or participating in listservs in which subject matters within the jurisdiction of their public body may be discussed.

For your reference, Open Meeting Law defines *deliberation* as "an oral or written communication through any medium, including electronic mail, between or among a quorum of a public body on any public business within its

Legislative Affairs Committee

jurisdiction; provided, however, that 'deliberation' shall not include the distribution of a meeting agenda, scheduling information or distribution of other procedural meeting or the distribution of reports or documents that may be discussed at a meeting, provided that no opinion of a member is expressed." See M.G.L. c. 30A, § 18.

To answer your questions, it would depend on whether you are discussing issues pertaining to the business of the City Council, and whether you are discussing directly with a quorum of the City Councilors.

For further clarification, I am attaching a recent determination our office issued on this topic.

Please let us know if you have any other questions.

Sincerely,

Kadie

Kaitlin Maher

Paralegal, Division of Open Government

Office of the Massachusetts Attorney General

One Ashburton Place, 20<sup>th</sup> Floor

Boston, MA 02108

Ph: (617) 963-2451

Fax: (617) 727-5785

Kaitlin.Maher@State.MA.US

From: Sam Squailia [mailto:samsquailia@gmail.com]

Sent: Saturday, July 22, 2017 9:58 AM

To: OpenMeeting (AGO) < OpenMeeting@MassMail.State.MA.US>

Subject: Open Meeting Law & Facebook

Hello,

I am running for City Council in Fitchburg, MA and I had a few questions on Open Meeting law when it comes to Facebook and Social

I currently run a popular Facebook group, Discussing Fitchburg Now, with over 13k members.

We use this group to inform the community of everything from community events to upcoming city council petitions and votes.

My question is... what are the rules for City Councilors---or those in Boards and Commissions, regarding what can and cannot be posted or discussed?

What information am I allowed to share with the public if elected?

Can I share any information as long as it does not include my opinion?

How are we allowed to express our opinion on matters on Social Media, if a possible quorum of councilors can see it? What about in TV interviews where a possible quorum could see it?

Are we generally allowed to share our thoughts on issues— as long as it is not a current issue/petition? ...and once it is in the schedule, we are not allowed to share opinion unless in the specific public meeting? Or are we not allowed to share opinion on social media on any matters in the city?

Thank you, I just want to ensure our compliance with open meeting law---there seems to be very little information out there with regards to social media =)

Sam Squailia

Reports of Committees

Legislative Affairs Committee

Legislative Affairs Committee

Ann

# Proposed Guidelines for the Use of Electronic Communication of the City of Fitchburg

The purpose of these Guidelines is to promote Public Records Law Compliance, Open Meeting Law Compliance, to protect the City from litigation and liability, to encourage positive branding of the City, and to ensure the protection of the rights of all people to have a free and fair exchange of ideas.

# POLICY CONSIDERATIONS

Guidelines for Use of Electronic Communications should address at least the following concerns:

- 1. Compliance with the Public Records Law Communications made or received by a public employee or official related to his or her official duties is a public record, with few exceptions. The form of the communication is immaterial. Public records must be retained and produced upon request. The electronic records created should not be destroyed, except in accordance with an approved retention schedule, and should be periodically stored with the City for appropriate recordkeeping.
- 2. Compliance with the Open Meeting Law Deliberations between a quorum of the City Council, any Board or Committee, or a quorum of any subcommittee thereof, must be open and occur during a properly noticed public meeting. Participation by a quorum of any public body in a discussion related to that body's official duties is a deliberation. This includes the serial distribution of opinions through an intermediary, or participation through another person such as a spouse or assistant. Policy discussions which take place in a closed forum of which a quorum are members are particularly problematic. Further, taking part in such a deliberation is also subject to analysis under the Conflict of Interest Law.
- 3. Protection from Litigation and Liability Statements made by a public official via electronic communications are discoverable and likely admissible against the City in litigation. Statements could give rise to litigation, in the case of defamation or libel. Silence or failure to monitor or object to the statements made by others on a hosted forum could be taken as a tacit admission.

Legislative Affairs Committee

# ATTACHMENT TO ELECTRONIC COMMUNICATIONS GUIDELINES

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Legislative Affairs Committee

5/29/2018

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#### VINCENT P. PUSATERI, II.

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# LAW DEPARTMENT OF THE CITY OF FITCHBURG

April 9, 2018

Michael Kushmerek, President Fitchburg City Council 166 Boulder Drive Fitchburg, MA 01420

: Public Records, Open Meeting Law and Social Media Use

Dear President Kushmerek,

I am writing to review some concerns regarding the use of social media by city employees, and in particular members of the City Council, boards, committees, or any other public body.

# Public Records

In my letter of December 29, 2017, I reviewed with the Council the concept that municipalities are obligated to, "at reasonable times and without unreasonable delay permit inspection or furnish a copy of any public record", unless it falls within certain narrow exceptions. M.G.L. c. 4, §7(26). In general, any correspondence sent or received by a municipal employee related to his or her official duties, "regardless of physical form or characteristics," is a public record. In the case of email, this is true regardless of whether a private or public account is being used. City councilors and members of public bodies, including boards and commissions, are municipal employees. M.G.L. c. 268A, §1(g). The fact that the communication is electronic in nature is not relevant.<sup>1</sup>

The advent of social media use by municipalities and public officials has multiplied the public records retention issues presented by electronic communications. Official and unofficial websites, Facebook pages and messages, Twitter, Instagram, and a multiplicity of other platforms

<sup>&</sup>lt;sup>1</sup> "The statutory definition of 'public records' does not distinguish between paper records and electronically stored information (ESI). Rather, the law provides that all information made or received by a public entity, regardless of the manner in which it exists, constitutes 'public records.'" Guide to the Massachusetts Public Records Law, p. 28.

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to, matters covered by attorney-client privilege, internal personnel rules and practices, personnel and medical information, personal correspondence, investigatory materials, and home addresses and phone numbers of employees and their family members.<sup>2</sup> The term "municipal employee" includes City Councilors, whether or not they receive compensation.<sup>3</sup> In general, any correspondence sent or received, including emails, related to a City Councilor's public office should be considered a public record. The Municipal Records Retention Schedule specifies the following retention time for correspondence:

- 1. Correspondence documenting policy development, sent or received by individuals who exercise decision-making authority on policy matters, is kept for five years.
- 2. Correspondence related to administrative practices, but which does not create policy or procedure, is kept for three years.
- 3. Duplicative correspondence (copies), and correspondence of a transitory nature or short-term value, such as meeting reminders, phone messages, holiday parties or sponsored events, which does not formalize or perpetuate knowledge, set policy, establish guidelines or procedures, certify a transaction or become a receipt, may be disposed of as soon as it is no longer useful to the municipality.

If the published means of public contact for City Councilors is a private email address rather than an address maintained by the City, the City is not in control of the retention and production of its public records. Further, if City Councilors regularly use private email addresses to correspond with constituents or others on City matters, the same concern applies.

Therefore, it is the recommendation of the Law Department that the following initial steps be taken:

- 1. The City should issue email addresses to all City Councilors, records of which are maintained in the same manner as other City employees.
- 2. The City should publish only the City-issued email addresses as the means of contact for all City Councilors.
- 3. City Councilors should use only the City-issued email addresses as a means of contact, directly or indirectly, with constituents and other persons on any matter related to their public duties or within the concern of the City Council. President Kushmerek should

commission, bureau, division or authority of the commonwealth, or of any political subdivision thereof..." (emphasis added).

<sup>&</sup>lt;sup>2</sup> M.G.L. c. 4 §7(26).

<sup>3</sup> "Municipal employee," a person performing services for or holding an office, position, employment or membership in a municipal agency, whether by election, appointment, contract of hire or engagement, whether serving with or without compensation, on a full, regular, part-time, intermittent, or consultant basis, but excluding (1) elected members of a town meeting and (2) members of a charter commission established under Article LXXXIX of the Amendments to the Constitution. M.G.L. c. 268A §1(g).

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# **Open Meeting Law**

Councilors should have recently completed certification of their Open Meeting Law educational materials from the Attorney General's Office. You were informed within these materials of two key elements of the Open Meeting Law:

- 1. Meetings of a public body must be properly noticed and open to members of the public, unless an executive session is convened. M.G.L. c. 30A, §\$20(a)-(b), 21.
- 2. A meeting is a deliberation by a public body with respect to any matter within the body's jurisdiction. M.G.L. c. 30A, §18.

A deliberation is not only a formal meeting and vote, but may also consist of "an oral or written communication through any medium, including electronic mail, between or among a quorum of a public body on any public business within its jurisdiction; provided, however, that 'deliberation' shall not include the distribution of other procedural meeting or the distribution of reports or documents that may be discussed at a meeting, provided that no opinion of a member is expressed." M.G.L. c. 30A, §18. Thus, emails between a quorum of a public body have become a frequent source of Open Meeting Law complaints. They violate both of the above provisions, as meetings via email are neither properly noticed nor public. "The expression of an opinion of one public body member on matters within the body's jurisdiction to a quorum of a public body is a deliberation, even if no other public body member responds. See OML 2016-104; OML 2015-33; OML 2012-73.3." OML 2018-6, p.3. Last week, the Massachusetts Supreme Court found an Open Meeting Law violation had been committed by Wayland's Board of Selectmen, by one member circulating aggregated employee performance reports through email prior to its meeting, even though the action was sanctioned by published guidance of the Attorney General's office. 4

Social media use has also been the subject of complaint. Postings which would constitute deliberations between a quorum of a public body are treated no differently if they occur over email than over Twitter, for instance. In 2013, the Nantucket Energy Study Committee was found to have violated the Open Meeting Law by deliberating outside of an open meeting by creating and participating in a video discussing a Town Warrant Article on energy issues, and posting the same on YouTube. OML 2013-107. A December 19, 2017 letter from the Attorney General was critical of membership and participation in two Facebook groups by a quorum of the Arlington School Committee. "Where a quorum of the members of a public body are also members of a Facebook group, that is not in and of itself a violation of the Open Meeting Law. However, if a member of the Committee were to communicate directly with a quorum of the Committee over social media platforms such as Facebook, such communication may violate the Open Meeting Law." OML 2017-192, p.2. Members had posted comments on their Committee business to the open Facebook page; data did not seem to be fully available as to the closed Facebook page. The Attorney General weighed the content and placement of the open Facebook comments, ultimately finding

Boelter v. Board of Selectinen of Wayland, Sip Opinion No. SIC-12353 (April 5, 2018).

The complainant suggests that there are other numerous communications and posts by and between Committee

<sup>&</sup>lt;sup>3</sup> See, e.g., OML 2018-9, OML 2018-6, OML 2018-1, OML 2017-199 issued within the past two months.

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# Litigation

As a final caution, statements, comments, opinions, and even "likes" or "RT's" that are publicly posted are likely to be discoverable in litigation against the municipality. It may be expedient to sympathize with and support a constituent's complaint or a difficult situation faced by the City. These casual comments are easily misconstrued as confirming facts of which the official is not actually aware, or at worst, liability. Statements made by public officials can be repeated by media outlets, and if defamatory in nature, in certain situations could rise to the level of actionable slander or libel. On a practical level, Fitchburg's image is enhanced when its public officials send a positive message about the City. For a well-executed example of public image control, review the City of Boston's Branding Guidelines, which emphasize confidence, helpfulness, and optimism, among other things. Caution and good judgment should be exercised before hitting send, post or publish.

If you have any questions regarding this opinion letter, please contact the Law Department.

Very truly fours,

Vincent P. Pusateri, II, Esq. Solicitor, City of Fitchburg

VPP/cmt

Cc: Mayor Stephen L. DiNatale Anna Farrell, City Clerk

<sup>&</sup>lt;sup>7</sup> Courts in other jurisdictions have found that an email forward constitutes an "adoptive admission" of its contents as your own. <u>United States v. Safavian</u>, 435 F. Supp. 2d 36, 38 (D.D.C. 2006); <u>Sea-Land Serv., Inc. v. Lozen Int'l. LLC</u>, 285 F.3d 808 (9th Cir. 2002). From the few cases dealing with Facebook "likes" the indication is that they will be treated the same. <u>Bland v. Roberts</u>, 730 F.3d 368 (4th Cir. 2013); McPartland, M.D., 2013. An Analysis of Facebook Likes and Other Nonverbal Internet Communication under the Federal Rules of Evidence. Iowa L. Rev., 99, p.445. Thus, the use of guidelines for monitoring and removal of posts on websites and social media could be considered.

8 https://www.boston.gov/departments/innovertion-and-technology/brand-guidelines



# THE COMMONWEALTH OF MASSACHUSETTS OFFICE OF THE ATTORNEY GENERAL

ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

(617) 727-2200 www.mass.gov/ago

March 11, 2013

OML 2013 - 27

Arthur D. Frank, Jr., Esq. Law Offices of Arthur D. Frank, Jr. 209 Bedford Street, Suite 402 Fall River, MA 02720

RE: Open Meeting Law Complaint

Dear Attorney Frank:

This office received two complaints from Patrick Higgins alleging that the Swansea Board of Selectmen (the "Board") violated the Open Meeting Law, G.L. c. 30A, §§ 18-25. In his first complaint, dated June 28, 2012, Mr. Higgins alleges that on June 23, 2012, the Board used Town Administrator James Kern "as a conduit to openly communicate, deliberate and makes (sic) decisions outside of an Open Meeting." The complaint was originally filed with the Board on or about June 25, 2012, and you responded on behalf of the Board to the original complaint by letter dated June 26, 2012.

In his second complaint, dated July 23, 2012, Mr. Higgins alleges that based on a July 18, 2012 Facebook posting, the Board engaged in a deliberation outside of a properly posted meeting regarding its strategy for addressing the possibility that the Swansea Recreation Commission (the "Commission") might close its day camp. The complaint was originally filed with the Board on or about July 18, 2012 and you responded on behalf of the Board to the original complaint by letter dated July 19, 2012.

We reviewed the June 25 and July 18, 2012 complaints; your June 26 and July 19, 2012 responses to the complaints, on behalf of the Board; the June 28 and July 23, 2012

In his June 28, 2012 letter, the complainant further alleges that the Board's notice for its June 26, 2012 meeting failed to include sufficient detail about anticipated discussion topics. We decline to review the additional allegation because it is beyond the scope of the original complaint filed with the public body. Potential violations discovered after a complaint has been filed with a public body should be alleged in a subsequent complaint filed with that body. This allows the public body an opportunity to investigate and take appropriate remedial action with regard to the additional allegations.

<sup>2</sup> In his July 23, 2012 letter, the complainant further alleges that Chairman Scott Ventura and Selectman Kenneth Furtado both visited the Recreation Commission's summer program Director, Katie Grillo, to discuss the Board's plan for any potential closing of the program. Again, we decline to review the additional allegation because it is beyond the scope of the original complaint filed with the public body.

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complaints filed with our office, requesting further review, two emails sent on June 23, 2012; the Board's agenda for a June 26, 2012 meeting; and the text of Chairman Scott Ventura's Facebook posting. We also spoke by telephone with Chairman Ventura.

Following our review, we find that Chairman Ventura individually violated the Open Meeting Law by sending an electronic communication discussing public business within the Board's jurisdiction to a quorum of the Board. We do not find that Mr. Ventura intentionally violated the law, however, but rather misunderstood the law in his attempt to accurately respond to Mr. Higgins' question. Additionally, we find that the Board did not deliberate outside of a properly posted meeting.

# **FACTS**

Based upon our review of the material listed above, the facts are as follows. The Board has three members, thus two members constitute a quorum. On June 22, 2012, the Board posted notice for a June 26, 2012 meeting. Item 8 of the agenda listed "Recreation Commission Discussion" as an anticipated topic for discussion.

# June 23, 2012 Email

On June 23, 2012, the complainant sent an email to the three members of the Board — Chairman Ventura, Robert Marquis and Kenneth Furtado — asking, "[w]hat is the 'Recreation Commission discussion' on your agenda?" Later that day, Chairman Ventura responded by email to the complainant, Mr. Marquis and Mr. Furtado, with a courtesy copy to Mr. Kern. In Chairman Ventura's reply, he stated that earlier in the year, the Commission was "having some major issues" and the Board had discussed its options concerning the future of the Commission. Chairman Ventura then described and enumerated three options that were identified by the Board at that time. Chairman Ventura explained that the Board decided to take no action regarding the Commission "until recent votes regarding children with [a]utism being banned from the summer program, handpicked [j]unior [c]ounselors, minutes issues, poor decorum in the meetings and all the bad press... compelled [him] to re-open the discussion and revisit the Town's options." In closing, Chairman Ventura stated, "[t]hrough discussions with Jim Kern, it was relayed to me that my colleagues had similar concerns," therefore the Commission was placed on the Board's agenda as an item for discussion.

# July 18, 2012 Facebook Posting

On July 18, 2012, Mr. Kern and Chairman Ventura discussed a contingency plan for the Commission if it closed its summer program. Following this conversation, Chairman Ventura posted a message to his personal Facebook page that was signed, "Scott." The message stated that the Board "continually stated that this was not about the summer program, that it was a program that was well run and that it would not be affected. I am only making one statement as this forum is not an appropriate one for me to be going back and forth on, yet an important tool because it reaches so many. This is a TOWN program run with TOWN money." Chairman Ventura further explained that the Board

City of Fitchburg,

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decided that if the Commission closed the summer program, the Town would re-open the program the following day.

# **DISCUSSION**

The Open Meeting Law requires that all meetings of a public body be properly noticed and open to members of the public, unless an executive session is convened. See G.L. c. 30A, §§ 20(a)-(b), 21. The Law's purpose is "to eliminate much of the secrecy surrounding deliberations and decisions on which public policy is based." Ghiglione v. School Committee of Southbridge, 376 Mass. 70, 72 (1978). A "meeting" is defined, in relevant part, as "a deliberation by a public body with respect to any matter within the body's jurisdiction." G.L. c. 30A, § 18. The law defines "deliberation" as "an oral or written communication through any medium, including electronic mail, between or among a quorum of a public body on any public business within its jurisdiction; provided, however, that 'deliberation' shall not include the distribution of a meeting agenda, scheduling information or distribution of other procedural meeting or the distribution of reports or documents that may be discussed at a meeting, provided that no opinion of a member is expressed." Id. (emphasis added)

In Chairman Ventura's June 23, 2012 email, the content of which we discuss below, he references a prior conversation he had with Mr. Kern, who shared with him the concerns of "[his] colleagues" regarding the Commission. During a telephone conversation with our office. Chairman Ventura was unable to recall whether Mr. Kern in fact relayed this message to him. While we credit Chairman Ventura's inability to recollect his conversation with Mr. Kern to the passage of time, a reference to his "colleagues" in this context strongly suggests that a quorum discussed the matter through Mr. Kern. In the absence of concrete evidence to the contrary, however, we are constrained to find that the Board did not violate the Open Meeting Law. Nevertheless, we remind the Board that a public body may not engage in a serial communication whereby a quorum communicates in a non-contemporaneous manner outside of a meeting, on a particular subject matter within the public body's jurisdiction. See McCrea v. Flaherty, 71 Mass. App. Ct. 637 (2008) (holding that private serial communications violate the spirit of the Open Meeting Law and may not be used to circumvent the intent of the law). A public body may not use a non-member, such as a staff member, to communicate on matters that the Board would otherwise save for discussion at an open meeting. See District Attorney for the Northern District v. School Committee of Wayland. 451 Mass. 561, 570-571 (2009) ("Governmental bodies may not circumvent the requirements of the open meeting law by conducting deliberations via private messages, whether electronically, in person, over the telephone, or in any other form.") Thus, Mr. Kern may solicit input from individual public body members regarding topics for upcoming meeting agendas, but may not facilitate serial communication between the Board's members. See OML 2012-105.3

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> With respect to the content of Chairman Ventura's email, which was sent to the entire Board,4 we find that he expressed policy positions and opinions on official matters that were under active consideration by the Board. See G.L. c. 30A, § 18 (excluding "scheduling" and "procedural" matters from the definition of "deliberation" provided that "no opinion of a member is expressed" (emphasis added)). Expression of an opinion on matters within the body's jurisdiction to a quorum of a public body is a deliberation, even if no other public body member responds. See OML 2012-15; OML 2012-8; OML 2011-37. Certain discussions regarding procedural or administrative matters may relate to public business within a body's jurisdiction, such as where the discussion involves the organization and leadership of the public body, committee assignments, rules or bylaws for the body, and discussions of whether the body should consider or take action on specific topics at a future meeting. OML 2011-38; see also OML 2012-63 (finding that an email sent to a quorum of a Board relating to an individual Board member's authority to make decisions on behalf of the Board was public business within the Board's jurisdiction). Here, Chairman Ventura explained the various options that the Board previously discussed about how to handle the recent issues involving the Commission. Chairman Ventura then shared his opinion on the Commission's recent conduct, including "minutes issues, poor decorum in the meetings and all the bad press," which "compelled" him to re-open the Board's options at the June 26, 2012 meeting. While we acknowledge that Chairman Ventura likely intended to accurately respond to the question posed to the Board in the complainant's email, this was certainly a matter within the Board's jurisdiction and, because a quorum of the Board was copied, violated the Open Meeting Law.

The July 28, 2012 posting to Chairman Ventura's individual Facebook page, however, did not constitute an improper deliberation under the Open Meeting Law because he did not communicate between or among a quorum of the Board. Furthermore, the content of the posting, in which Chairman Ventura defends the Board's prior action regarding the Commission during the Board's July 17, 2012 meeting, was not a communication on public business within the jurisdiction of the Board because it was a statement characterizing past acts for political purposes. See OML 2012-10. We caution Chairman Ventura and the Board, however, that social networking sites such as Facebook invite the temptation to deliberate outside of a properly posted meeting.

# CONCLUSION

For the reasons stated above, we find that Chairman Ventura individually violated the Open Meeting Law by sending an electronic communication discussing public business within the Board's jurisdiction to a quorum of the Board. Additionally, we find that the

We acknowledge that by sending his email to the entire Board, the complainant invited Chairman Ventura to respond to all recipients of the email.

We note that the communication was made to individuals following his personal Facebook page, which did not include the other Board two members.

We caution public body members to be conscious, when formulating such statements, of the need to limit discussion to the political statement and avoid discussing matters that are within the public body's jurisdiction.

Board did not deliberate outside of a properly posted meeting in violation of the Law. We order the Board to disclose the content of Chairman Ventura's June 23, 2012 email at a properly posted open meeting. Additionally, we order immediate and future compliance with the Open Meeting Law, and caution that future similar conduct may be considered evidence of intent to violate the Law.

We now consider the complaint addressed by this determination to be resolved. This determination does not address any other complaints which may be pending with our office or the Board. Please feel free to contact me if you have any questions or believe any facts in this letter to be inaccurate.

Sincerely,

Hanne Rush

Assistant Attorney General

Division of Open Government

Patrick Higgins CC: Swansea Board of Selectmen

This determination was issued pursuant to G.L. c. 30A, § 23(c). A public body or any member of a body aggrieved by this order may obtain judicial review through an action filed in Superior Court pursuant to G.L. c. 30A, § 23(d). The complaint must be filed in Superior Court within twenty one days of receipt of this order.

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# THE COMMONWEALTH OF MASSACHUSETTS OFFICE OF THE ATTORNEY GENERAL

One Ashburton Place
Boston, Massachusetts 02108

(617) 727-2200 www.mass.gov/ago

July 6, 2017

OML 2017 - 111

Joslin Murphy Brookline Town Counsel 333 Washington Street Brookline, MA 02445

#### RE: Open Meeting Law Complaint

Dear Attorney Murphy:

This office received a complaint from Brooks Ames on May 22, alleging that the Brookline Board of Selectmen (the "Board") violated the Open Meeting Law, G.L. c. 30A, §§ 18-25. The complaint was originally filed with the Board on or about April 18, and you responded, on behalf of the Board, by letter dated May 5. In his complaint, Mr. Ames alleges that the Board created a subcommittee that did not comply with the Open Meeting Law. Additionally, Mr. Ames alleges that, based on comments posted on a Board's member's personal Facebook page, the Board deliberated outside of a meeting.

Following our review, we find that the Board did not violate the Open Meeting Law. In reaching a determination, we reviewed the original complaint, the Board's response to the complaint, and the complaint filed with our office requesting further review. We also reviewed the notice, minutes and video-recording of the Board's March 7 meeting, as well as the Facebook post at issue.

#### FACTS

We find the facts as follows. The Board is a five-member public body, thus three members constitute a quorum. In the fall 2016, the Board began reviewing the Town's policies pertaining to immigrants and refugees, in particular, a 2012 Special Order of the Brookline Police Department concerning Immigration and Customs Enforcement ("ICE") detainers. In January 2017, the Board voted to refer the matter to the Town's Commission for Diversity, Inclusion and Community Relations (the "Diversity Commission") for

<sup>1</sup> All dates refer to the year 2017, unless otherwise indicated.

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review and a recommendation to the Board. The Diversity Commission provided written proposed policies to the Board on February 15.

On March 7, the Board held a public hearing regarding those proposed policies. At the conclusion of the hearing, the Board chair then suggested that the Board approve certain portions of the draft proposal, but leave open the possibility of revising other sections based on the public comment received that evening. The chair suggested that the draft be sent back to the Diversity Commission to incorporate the public's comments. Noting that no member of the Diversity Commission was at the meeting, the chair asked whether a Board member would "lead the effort" to complete the task. Board member Nancy Daly suggested that Board member Bernard Greene lead the effort. Then, as another Board member spoke, Ms. Daly turned to Mr. Greene and offered to help him. While the Board did not formally appoint Mr. Greene to undertake the revision project, the chair addressed him when the chair stated that some sections of the document remained unapproved pending further revision and consideration.

Following this meeting, Ms. Daly and Mr. Greene, along with the Police Chief and a member of the Diversity Commission, Tony Naro, worked to finalize the document for the Board's review at its April 18 meeting. Ms. Daly emailed her suggested edits to Mr. Greene, who then made his own changes to the draft, which he may have emailed back to Ms. Daly. On April 14, Mr. Greene published a link to the draft, via the Town's website, on his Facebook page with the following comments: "Proposed policies prepared by Selectmen Daly and me with the support of Tony Naro and Chief O'Leary. Comments/critiques are welcome." Any person with a Facebook account can access this post. Two other Board members are "friends" with Mr. Greene on Facebook.

#### **DISCUSSION**

I. The Board Did Not Create a Subcommittee Subject to the Open Meeting Law:

The Open Meeting Law applies only to a public body, which is defined, in relevant part, as "a multiple member board, commission, committee or subcommittee within the executive or legislative branch or within any county, district, city, region or town, however created, elected, appointed or otherwise constituted, established to serve a public purpose[.]" G.L. c. 30A, § 18. A "subcommittee" is defined as a multiple-member body created to advise or make recommendations to a public body. G.L. c. 30A, § 18.

The complaint alleges that the Board created a subcommittee, consisting of Mr. Greene and Ms. Daly, tasked with revising the Town's draft policies pertaining to immigrants and refugees. We find that the Board did not create a subcommittee during its March 7 meeting. Our analysis hinges on the Board's action and whether it intended to

Legislative Affairs Committee

create a multiple-member body. See OML 2016-59; OML 2014-63.<sup>2</sup> We find that the Board sought a single volunteer to work on the draft. Ms. Daly nominated Mr. Greene. The Board took no vote, but proceeded with an understanding that Mr. Greene would review the draft. During further discussion, Ms. Daly turned to Mr. Greene and offered to assist him. Had the Board formally appointed the two to collectively revise the draft policies, it would have created a subcommittee. However, we find that Ms. Daly, on her own initiative, offered to assist Mr. Greene in carrying out the task. This does not create a subcommittee. See OML 2016-106. Accordingly, we find that the Board did not violate the Open Meeting Law.

## II. The Board Did Not Improperly Deliberate Via Facebook.

The Open Meeting Law requires that all deliberation occur during a properly noticed meeting. See G.L. c. 30A, § 18. The law defines "deliberation" as "an oral or written communication through any medium, including electronic mail, between or among a quorum of a public body on any public business within its jurisdiction[.]" Id.; see also OML 2016-104 (even the expression of an opinion of one public body member on matters within a public body's jurisdiction to a quorum of a public body is a deliberation, even if no other public body member responds).

The complaint alleges that a quorum of the Board improperly communicated via Facebook when Mr. Greene posted a link on his public Facebook page to the draft policy revisions published on the Town website and invited comments or critiques regarding the draft. No Board members responded to the post. The Open Meeting Law does not restrict an individual's right to make comments to the general public. Rather, it restricts communication between or among a quorum of a public body outside of a meeting, indicating that the communicator's intent must be examined. Because Mr. Greene's post was directed to members of the public with Facebook accounts, rather than specifically to the Board, and because no Board member responded to the post, we find no violation. Additionally, even if a quorum of the Board had viewed the post, the link to the Town website could be considered the distribution of a document to be distributed in preparation for the Board's next meeting. See G.L. c. 30A, § 18 ("deliberation" shall not include the distribution of other procedural meeting [sie] or the distribution of reports or documents that may be discussed at a meeting, provided that no opinion of a member is expressed").

#### CONCLUSION

For the reasons stated above, we find that the Board did not violate the Open Meeting Law. We now consider the complaint addressed by this determination to be resolved. This determination does not address any other complaints that may be pending with our office or the Board. Please feel free to contact our office at (617) 963-2540 if you

<sup>&</sup>lt;sup>2</sup> Open Meeting Law determinations may be found at the Attorney General's website, www.mass.gove/ago/openmeeting.

Legislative Affairs Committee

have any questions regarding this letter.

Sincerely,

Hanne Rush

Assistant Attorney General Division of Open Government

ce: Brooks Ames, Esq.
Brookline Board of Selectmen

This determination was issued pursuant to G.L. c. 30A, § 23(c). A public body or any member of a body aggrieved by a final order of the Attorney General may obtain judicial review through an action filed in Superior Court pursuant to G.L. c. 30A, § 23(d). The complaint must be filed in Superior Court within twenty-one days of receipt of a final order.

Legislative Affairs Committee



# THE COMMONWEALTH OF MASSACHUSETTS OFFICE OF THE ATTORNEY GENERAL

ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

(617) 727-2200 www.mass.gov/ago

May 13, 2013

OML 2013 - 62

Lauren F. Goldberg 101 Arch Street Boston, MA 02110

# RE: Open Meeting Law Complaint - Nantucket Energy Study Committee

Dear Attorney Goldberg:

This office received a complaint filed by Mary Wawro on May 21, 2012, alleging that the Nantucket Energy Study Committee (the "Committee") violated the Open Meeting Law, G.L. c. 30A, §§ 18-25. The complaint specifically alleges that the Committee engaged in "impermissible private 'deliberations' regarding the Wind Turbine at the Madaket Landfill, a matter under their jurisdiction," and that the Committee Chair "established a 'closed group' Facebook page named 'Renewable Nantucket-Cut the cord to the Mainland'" to facilitate these deliberations. The complaint was originally filed with the Committee on or about March 13, 2012, and the Committee responded to the complaint by letter through its Counsel, dated April 6, 2012.

Following our review, we find that the Committee did not violate the Open Meeting Law because a quorum of the Committee did not deliberate via the Facebook Group. In reaching this determination, we reviewed the March 13, 2012 complaint filed with the Committee; the Committee's April 6, 2012 response to the complaint; and the May 21, 2012 complaint filed with our office. Additionally, we reviewed screenshots of the webpage hosted by www.Facebook.com titled "Renewable Nantucket – Cut the Cord to the Mainland" ("Facebook Group"), provided by both the complainant and the Committee. We also reviewed screenshots of the www.Yackon.com discussion page regarding the Final Risk Assessment on the Madaket Turbine, provided to our office by the complainant. Finally, we reviewed the minutes of the Committee's April 2, 2012 meeting.

Legislative Affairs Committee

#### FACTS

The Nantucket Energy Study Committee is a nine-member public body charged with reporting to the Board of Selectmen on energy-related issues that may affect Nantucket's residential, commercial and municipal electric users. The Committee also recommends policy or code amendments, evaluates and explores potential energy production for Nantucket, and serves as a resource for information on renewable and sustainable energy technologies, energy conservation and any energy related issues relevant to Nantucket. The Committee Chair is Anne Kuszpa.

Ms. Kuszpa is also a strong proponent of the wind turbine project proposed for the Madaket Landfill. Ms. Kuszpa, acting in her private capacity and not as a member of the Committee, formed a members-only group on the website www.Facebook.com for the stated purposes of organizing the proponents of the wind turbine project to promote passage of an article at the March 31, 2012 Annual Town Meeting. The Facebook Group is not open to the public, and its members are invited to participate by Ms. Kuszpa. On the Facebook Group webpage, members discuss their support for the wind turbine project. The Facebook Group grew to include members of the Nantucket community and, for some period of time, included four members of the Committee.

#### **DISCUSSION**

The Open Meeting Law requires that meetings of a public body be properly noticed and open to members of the public, unless an executive session is convened. See G.L. c. 30A, §§ 20(a)–(b), 21. A "meeting" is defined, in relevant part, as "a deliberation by a public body with respect to any matter within the body's jurisdiction." G.L. c. 30A, § 18. A "deliberation" is defined, in relevant part, as "any oral or written communication through any medium, including electronic mail, between or among a quorum of a public body on any public business within its jurisdiction." Id. Finally, a "quorum" is defined as "a simple majority of the members of the public body, unless otherwise provided in a general or special law, executive order or other authorizing provision." Id.

Here, four members of the nine-member Committee participated in communications via the closed Facebook Group. We find no evidence that a fifth member of the Committee was ever a member of the Facebook Group or communicated via the Facebook Group. Because a quorum of the Committee is five members, and at most four members participated in the Facebook Group, no deliberation occurred. G.L. c. 30A, § 18. As we find that there were no communications between and among a quorum of the Committee via the Facebook Group, we need not address the Committee's argument in its April 6, 2012 letter that the members' communications via the Facebook Group consisted of political speech, and therefore were not matters within the Committee's jurisdiction.

Legislative Affairs Committee

#### CONCLUSION

For the reasons stated above, we find that the Committee did not violate the Open Meeting Law. We now consider this matter closed. If you have any questions regarding this letter, please do not hesitate to contact our office at (617) 963-2540.

Sincerely,

Jonathan Sclarsic Assistant Attorney General Division of Open Government

cc: Mary Wawro

This determination was issued pursuant to G.L. c. 30A, § 23(c). A public body or any member of a body aggrieved by this order may obtain judicial review through an action filed in Superior Court pursuant to G.L. c. 30A, § 23(d). The complaint must be filed in Superior Court within twenty-one days of receipt of this order.

City of Fitchburg,

2/5/2018

Massachusetts Constitution

Reports of Committees

Legislative Affairs Committee

## Article LXXXIX.

Article II of the Articles of Amendment to the Constitution of the Commonwealth, as amended by Article LXX of said Articles of Amendment, is hereby annulled and the following is dopted in place thereof:

Article II. Section 1. Right of Local Self-Government. - It is the intention of this article to reaffirm the customary and traditional liberties of the people with respect to the conduct of their local government, and to grant and confirm to the people of every city and town the right of self-government in local matters, subject to the provisions of this article and to such standards and requirements as the general court may establish by law in accordance with the provisions of this article.

Section 2. Local Power to adopt, revise or amend Charters. - Any city or town shall have the power to adopt or revise a charter or to amend its existing charter through the procedures set forth in sections three and four. The provisions of any adopted or revised charter or any charter amendment shall not be inconsistent with the constitution or any laws enacted by the general court in conformity with the powers reserved to the general court by section eight.

No town of fewer than twelve thousand inhabitants shall adopt a city form of government, and no town of fewer than six thousand inhabitants shall adopt a form of government providing for a town meeting limited to such inhabitants of the town as may be elected to meet, deliberate, act and vote in the exercise of the corporate powers of the town.

Section 3. Procedure for Adoption or Revision of a Charter by a City or Town. - Every city and town shall have the power to adopt or revise a charter in the following manner: A petition for the adoption or revision of a charter shall be signed by at least fifteen per cent of the number of legal voters residing in such city or town at the preceding state election. Whenever such a petition is filed with the board of registrars of voters of any city or town, the board shall within ten days of its receipt determine the sufficiency and validity of the signatures and certify the results to the city council of the city or board of selectmen of the town, as the case may be. As used in this section, the phrase "board of registrars of voters" shall include any local authority of different designation which performs the duties of such registrars, and the phrase "city council of the city or board of selectmen of the town" shall include local authorities of different designation performing the duties of such council or board. Objections to the sufficiency and validity of the signatures on any such petition as certified by the board of registrars of voters shall be made in the same manner as provided by law for objections to nominations for city or town offices, as the case may be.

Within thirty days of receipt of certification of the board of registrars of voters that a petition contains sufficient valid signatures, the city council of the city or board of selectmen of the town shall by order provide for submitting to the voters of the city or town the question of adopting or revising a charter, and for the nomination and election of a charter commission.

If the city or town has not previously adopted a charter pursuant to this section, the question submitted to the voters shall be: "Shall a commission be elected to frame a charter for (name of city or town)?" If the city or town has previously adopted a charter pursuant to this section, the question submitted to the voters shall be: "Shall a commission be elected to revise the charter of (name of city or town)?"

The charter commission shall consist of nine voters of the city or town, who shall be elected at large without party or political designation at the city or town election next held at least sixty days after the order of the city council of the city or board of selectmen of the town. The names of candidates for such commission shall be listed alphabetically on the ballot used at such election. Each voter may vote for nine candidates.

The vote on the question submitted and the election of the charter commission shall take place at the same time. If the vote on the question submitted is in the affirmative, the nine candidates receiving the highest number of votes shall be declared elected.

Within [ten months] after the election of the members of the charter commission, said commission shall submit the charter or revised charter to the city council of the city or the board of selectmen of the town, and such council or board shall provide for publication of the charter and for its submission to the voters of the city or town at the next city or town election held at least two months after such submission by the charter commission. If the charter or revised charter is approved by a majority of the voters of the city or town voting thereon, it shall become effective upon the date fixed in the charter. [See Amendments, Art. CXIII.]

Section 4. Procedure for Amendment of a Charter by a City or Town. Every city and town shall have the power to amend its charter in the following manner: The legislative body of a city or town may, by a two-thirds vote, propose amendments to the charter of the city or town; provided, that [1] amendments of a city charter may be proposed only with the concurrence of the mayor in every city that has a mayor, and [2] any change in a charter relating in any way to the composition, mode of election or appointment, or terms of office of the legislative body, the mayor or city

Legislative Affairs Committee 2/5/2018

Massachusetts Constitution

manager or the board of selectmen or town manager shall be made only by the procedure of charter revision set forth in section three.

All proposed charter amendments shall be published and submitted for approval in the same manner as provided for adoption or revision of a charter.

Section 5. Recording of Charters and Charter Amendments. - Duplicate certificates shall be prepared setting forth any charter that has been adopted or revised and any charter amendments approved, and shall be signed by the city or town clerk. One such certificate shall be deposited in the office of the secretary of the commonwealth and the other shall be recorded in the records of the city or town and deposited among its archives. All courts may take judicial notice of charters and charter amendments of cities and towns.

Section 6. Governmental Powers of Cities and Towns. - Any city or town may, by the adoption, amendment, or repeal of local ordinances or by-laws, exercise any power or function which the general court has power to confer upon it, which is not inconsistent with the constitution or laws enacted by the general court in conformity with powers reserved to the general court by section eight, and which is not denied, either expressly or by clear implication, to the city or town by its charter. This section shall apply to every city and town, whether or not it has adopted a charter pursuant to section three.

Section 7 Limitations on Local Powers. Nothing in this article shall be deemed to grant to any city or town the power to (1) regulate elections other than those prescribed by sections three and four; (2) to levy assess and collect taxes; (3) to borrow money or pledge the credit of the city or town; (4) to dispose of park land; (5) to enact private or civil law governing civil relationships except as an incident to an exercise of an independent municipal power; or (6) to define and provide for the punishment of a felony or to impose imprisonment as a punishment for any violation of law; provided, however, that the foregoing enumerated powers may be granted by the general court in conformity with the constitution and with the powers reserved to the general court by section eight; nor shall the provisions of this article be deemed to diminish the powers of the judicial department of the commonwealth.

Section 8. Powers of the General Court. - The general court shall thave the power to act in relation to cities and towns, but only by general laws which apply alike to all cities or to all towns, or to all cities and towns, or to a class of not fewer than two, and by special laws enacted (1) on petition filed or approved by the voters of a city or town, or the mayor and city council, or other legislative body, of a city, or the town meeting of a town, with respect to a law relating to that city or town, (2) by a two-thirds vote of each branch of the general court following a recommendation by the governor; (3) to erect and constitute metropolitan or regional entities, embracing any two or more cities or towns or cities and towns, or established with other than existing city or town boundaries, for any general or special public purpose or purposes, and to grant to these entities such powers, privileges and immunities as the general court shall deem necessary or expedient for the regulation and government thereof; or (4) solely for the incorporation or dissolution of cities or towns as corporate entities, alteration of city or town boundaries, and merger or consolidation of cities and towns, or any of these matters.

Subject to the foregoing requirements, the general court may provide optional plans of city or town organization and government under which an optional plan may be adopted or abandoned by majority vote of the voters of the city or town voting thereon at a city or town election; provided, that ne town of fewer than twelve thousand inhabitants may be authorized to adopt a city form of government, and no town of fewer than six thousand inhabitants may be authorized to adopt a form of town government providing for town meeting limited to such inhabitants of the town as may be elected to meet, deliberate, act and vote in the exercise of the corporate powers of the town.

This section shall apply to every city and town whether or not it has adopted a charter pursuant to section three.

Section 9. Existing Special Laws. - All special laws relating to individual cities or towns shall remain in effect and have the force of an existing city or town charter, but shall be subject to amendment or repeal through the adoption, revision or amendment of a charter by a city or town in accordance with the provisions of sections three and four and shall be subject to amendment or repeal by laws enacted by the general court in conformity with the powers reserved to the general court by section eight.

Article XC.

Report read and accepted. Petition referred to the Council as a Whole Committee by unanimous vote. 10 members present. Board consists of 11 members.

### Public Safety Committee Oral Report Meeting of June 5, 2018

The Public Safety Committee recommended the following Petition be granted:

129-18. Ralph El Hayek, One Stop Auto Group, LLC, to petition for a Class II Dealer's License to be located at 91 Laurel Street, Fitchburg, MA.

Reports of Committees

Public Safety Committee Oral Report

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A D'S A.M. SULKIN CO.

Public Safety Committee Oral Report

THE COMMONWEALTH OF MASSACHUSETTS

# APPLICATION FOR A LICENSE TO BUY, SELL, EXCHANGE OR ASSEMBLE SECOND HAND MOTOR VEHICLES OR PARTS THEREOF

1. What is the name of the concern?	STOP AUTO GROVP, LIC
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Business address of concern. No 91 LW!	CO ST
FITCHBURG	
2. Is the above concern an individual, co-partnersh	ip, an association or a corporation?
3. If an individual, state full name and residential	
N/A	
4. If a co-partnership, state full names and resident	ial addresses of the persons composing it.
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5. If an association or a corporation, state full name	s and residential addresses of the principal officers.
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Secretary	
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o. Are you engaged principally in the business of bu	ying, selling or exchanging motor vehicles? YES
, is your principal business the sale of new motor vehicl	les? NO
ur principal business the buying and selling of second h	an property land a conversion of the state of
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7. Give a complete description of all the premises to be used for the purpose of carrying on the business.
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e vans PREMESIS INCLUDE LOT AND GARAGE
VINS - PROMEST
8. Are you a recognized agent of a motor vehicle manufacturer? (Yes or No)
If so, state name of manufacturer
o II
9. Have you a signed contract as required by Section 58, Class 1?
10. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof?(Xes or No)
If so, in what city — town
How what wear?
Did you receive a license?
Did you receive a license?  For what year?  11. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked?  (Tes or No)  Sign your name in full.  LANH CL HAVCU  (Duly authorized to represent the concern herein mentioned)
Did you receive a license?  The samp license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked?  (Tes or No)  Sign your name in full  RAPH CA HAYCH

## **IMPORTANT**

EVERY QUESTION MUST BE ANSWERED WITH FULL INFORMATION, AND FALSE STATEMENTS HEREIN MAY RESULT IN THE REJECTION OF YOUR APPLICATION OR THE SUBSEQUENT REVOCATION OF YOUR LICENSE IF ISSUED.

NOTE: If the applicant has not held a license in the year prior to this application, he must file a duplicate of the application with the registrar. (See Sec. 59)

Reports of Committees

Public Safety Committee Oral Report

Public Safety Committee Oral Report

APPLICANT WILL NOT FILL THE FOLLOWING BLANKS

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# CHAPTER 140 OF THE GENERAL LAWS, TER. ED., WITH AMENDMENTS THERETO (EXTRACT)

Section 57. No person, except one whose principal business is the manufacture and sale of new motor vehicles but who incidentally acquires and sells second hand vehicles, or a person whose principal business is financing the purchase of or insuring motor vehicles but who incidentally acquires and sells second hand vehicles, shall engage in the business of buying, selling, exchanging or assembling second hand motor vehicles or parts thereof without securing a license as provided in section fifty-nine. This section shall apply to any person engaged in the business of conducting auctions for the sale of motor vehicles.

Section 58. Licenses granted under the following section shall be classified as follows:

Class 1. Any person who is a recognized agent of a motor vehicle manufacturer or a seller of motor vehicles made by such manufacturer whose authority to sell the same is created by a written contract with such manufacturer or with some person authorized in writing by such manufacturer to enter into such contract, and whose principal business is the sale of new motor vehicles, the purchase and sale of second hand motor vehicles being incidental or secondary thereto, may be granted an agent's or a seller's license; provided, that with respect to second hand motor vehicles purchased for the purpose of sale or exchange and not taken in trade for new motor vehicles, such dealer shall be subject to all provisions of this chapter and of rules and regulations made in accordance therewith applicable to holders of licenses of class 2.

Class 2. Any person whose principal business is the buying or selling of second hand motor vehicles may be granted a used car dealer's license.

Class 3. Any person whose principal business is the buying of second hand motor vehicles for the purpose of remodeling, taking apart or rebuilding the same, or the buying or selling of parts of second hand motor vehicles or tires, or the assembling of second hand motor vehicle parts, may be granted a motor vehicle junk license.

SECTION 59: The police commissioner in Boston and the licensing authorities in other cities and towns may grant licenses under this section board or officer, but in no case shall exceed \$100. dollars. Application for license shall be made in such form as shall be fixed by the licensing of motor vehicles, in sections fifty-nine to sixty-six, inclusive, called the registrar, and if the applicant has not held a license in the year prior to unless the licensing board or officer is satisfied from an investigation of the facts stated in the application and any other information which they have applied, that said business is or will be his principal business, and that he has available a place of business suitable for the purpose. The situation of the licenses shall specify all the premises to be occupied by the licensee for the purpose of carrying on the licensed business. Permits for a change of shall be attached to the license of roaddition thereto may be granted at any time by the licensing board or officer in writing, a copy of which as defined in section fifty-eight, and all licenses and permits issued hereunder to persons within said class 3. shall be subject to the provisions of permit is proposed to be exercised. All licenses granted under this section shall be remoted to be exercised. All licenses granted under this section shall be remoted to such person thereafter, nor to any person for use on the same premises, without the approval of the registrar. The subject to the provisions of hearing, that the licensee is not complying with sections fifty-seven to sixty-nine, inclusive, or the rules and regulations made thereunder; and no hearing may be dispensed with if the registrar nothins the license for any cause may, within the days after such action, appeal are located. The justice shall, after such notice to the parties as he deems reasonable, fore, a summary hearing on officer in the county in which the permises sought to be occupied under the license or permit applied for justicition in equity to review all

**KYLE RIDLEY** 

Inspector of Wires

Plumbing/Gas Inspector

Local Building Inspector

WAYNE LITTLE

**ERIC CHARTRAND** 

March 21, 2018



# Titchburg, Massachusetts

Office of the Building Commissioner

MARK BARBADORO
Building Commissioner

JOHN MORREALE Local Building Inspector

MARK SULLIVAN Local Building Inspector

One Stop Auto Group LLC 91 Laurel Street Fitchburg MA 01420

RE: 91 laurel Street Fitchburg MA, 01420 Map 54 Block 8 Lot 0

Dear applicant

I have reviewed your March 15, 2018 form of intent to change the ownership of a car dealership at 91 Laurel St. The property is located in the Industrial zoning district. Section 181.313 Table of Use Regulations does not allow a car dealership within this district. A zoning determination by local inspector Sarah Culgin indicates that special permit # 96-72 was issued which allows motor vehicle sales. Based on this determination your intent to change ownership is approved.

If you have any questions regarding this zoning determination, please feel free to write or call this office.

Any person aggrieved by a Zoning interpretation, order, requirement, direction or failure to act by the Building Commissioner, may file a notice of appeal specifying the grounds thereof, with the City Clerk and the Zoning Board of Appeals. You have thirty days from receipt of this notice to appeal.

Respectfully yours,

Mark Barbadoro Building Commissioner Reports of Committees

Public Safety Committee Oral Report

Public Safety Committee Oral Report



# Fitchburg, Massachusetts

Office of the Building Commissioner

HARRY D. PARVIAINEN
Inspectors of Wires

Acting Plumbing & Gas Inspector Plumber/Mechanical Inspector

LENNY LAAKSO Building Commissioner

ROBERT LANCIANI
Alternate Building Commissioner

SARAH A. CULGIN

April 26, 2010

Youssef Elhayek 91 Main St Leominster, MA 01453

RE: Zoning Determination for property at 91 Laurel Street, Map 54 Block 8 Lot 0

Dear Mr. Elhayek:

I have reviewed your letter of April 15, 2010, regarding a zoning determination for 91 Laurel Street, Map 54 Block 8 Lot 0 and my findings are as follows:

- 1. Land and buildings at 91 Laurel Street, Map 54 Block 8 Lot 0, are located in an Industrial District (Zoning Map of the City of Fitchburg and Chapter 181, Section 181.23 of the General Ordinances of Fitchburg as amended).
- 2. Land and building had been used for Motor Vehicle Service and Repair, both uses were allowed as legal pre-existing non-conforming uses within the Industrial District. Land and building had also been used for B and S-1 Use Group, Auto Sales, a use permitted by Special Permit, Case # 96-72, granted December 10, 1996, for Motor vehicle Sales within the Industrial District. Land and building had lastly been used for Use Group M, retail sales (motor vehicle fuel dispensing station and convenience store), a use permitted by Special Permit, Case # ZBA-2008-28, granted October 14, 2008.
- 3. It is your intent to occupy the same area at 91 Laurel Street, Map 54 Block 8 Lot 0 for Vehicle Sales, Repair & Motor Vehicle Fuel Dispensing, which are similar uses as were there. You will have to abide by the conditions set forth by the Zoning Board of Appeals, for reference, copies of the above mentioned decisions are attached. You will also need to do the following:
  - (a) The displaying and selling of goods and merchandise must be done entirely within the building and any open-air display is prohibited;
  - (b) Unit must be inspected by one of the local building Inspectors from this office, so as to show building code compliance.
  - (c) Once the unit has been shown to be in code compliance, a certificate of inspection will be issued. The fee for a certificate of inspection is forty (\$40)dollars.

City Hall 718 Main St. Fitchburg, MA 01420 (978) 345-9596 Fax (978) 345-9591

City of Fitchburg,

Public Safety Committee

Reports of Committees

Oral Report



THE CITY OF FITCHBURG Board of Zoning Appeals 718 Main Street Fitchburg, MA 01420

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#### DECISION OF THE ZONING BOARD OF APPEALS

Members in Attendance: Vincent Pusateri, II-Chair, Michael McLaughlin-Vice Chair, Lauren McNamara-Clerk, & James Concannon & Edward Niemczura

Case #: ZBA-2008-28

Petitioner:

Northborough Realty Holdings, LLC

Land Affected:

91 LAUREL ST

Public hearing was held on October 14, 2008 at 7:30PM in the Veteran's Memorial Room, City Hall, Fitchburg, Massachusetts in regard to a Special Permit to modify the existing use to operate a Motor Vehicle Fuel Dispensing Station and Convenience Store ("Flagship Fuels) located in the Industrial District.

At this time the Board of Zoning Appeals finds:

- I. There will not be a drive-thru located at this site and the operation will not be any more detrimental than the existing use.
- 2. With the conditions and review placed upon this Special Permit this is the most appropriate use for this parcel.
- 3. This use will not change the character of the neighborhood.
- The impact on the natural environment will not be affected.

With the above findings, the Zoning Board of Appeals voted 5-0 to GRANT Special Permit under §181.3521 with the following conditions:

- The existing concrete block exterior surface of the building will be resurfaced with actual faux: stone, brick, pre-cast concrete masonry units, or any combination of these materials on all sides.
- 2. Hours of Operation: 24 hours 7 days a week
- 3. Landscaped areas shall be consistently maintained to professional standards per the notes on the concept plan approved by the Planning Board on August 19, 2008 including removing and keeping clear all trees and bushes growing on the property with up-keep of the landscaped areas.
- No unregistered vehicles will be stored at the premises
- 5. No motor vehicle equipment, supplies, waste products, oil, antifreeze shall be stored at he premises
- Trash A dumpster of suitable size shall be placed on the property to the right of the building on a concrete pad. Screened on all sides with chain link fence with vinyl slats or otherwise more aesthetic.
- There is to be no loitering
- 8. No change in the exterior lighting
- 9. All conditions of the Planning Board are to be incorporated into this Special Permit
- 10. Business not to be operated as a nuisance
- 11. Review scheduled for October 13, 2009 on or before 7:00PM / all rend from 5

Public Safety Committee Oral Report



# The City of Fitchburg Board of Zoning Appeals -Dec 19 9 20 M 196

CITY HALL 718 Main Street Fitchburg, Massachusetts 01420 CITY CLERKS OFFICE FITCHBURG, MA.

## DECISION OF THE ZONING BOARD OF APPEALS

1. Case Number:

2. Petitioner: James May/Jeffrey Schirner

c/o C.K. Smith Co.

3. Land Affected:

91 Laurel Street

4. Members Present: Anna Cordio (Chair), E. Thomas Donnelly (Co-Chair), Paul A. Fredette, Martin N. Maynard & William Shoemaker (Alternate)

- Public hearing was held on December 10, 1996 in the Veteran's Memorial Room, City Hall, 5. Fitchburg, Massachusetts in regard to an application for a Special Permit to extend the nonconforming use of the property.
- At this hearing and after reviewing all submitted evidence, due consideration of the proposed plan and site visit, the Zoning Board of Appeals voted Unanimously to GRANT the Special Permit under Section 181.43 (D) with the following conditions:
  - a) Off-street parking shall be set back at least three (3) feet from any property line, building and sidewalk.
  - b) For each three (3) new parking spaces, one (1) tree [at least two (2) inches caliper] and one (1) shrub [at least twenty four (24) inches high] shall be planted and maintained on the site.
  - c) A limit of 10 cars not be parked on the Laurel Street side but on the Putnam Street & Gamache/Railroad track side.

Any appeals shall be made pursuant to Massachusetts General Laws, Chapter 40A, Section 17 within twenty (20) days of the date of filing and recording of this notice at the City Clerk's Office. Copies of this decision were filed with the City Clerk's Office and the Planning Board.

Zoning Board of Appeals

na Corbo Chan Anna Cordio, Chair

No Variance, Special Permit or Constructive Grant of a variance takes effect until recorded in the Registry of Deeds for the county and district in which the land is located under the owner of record. or is recorded and noted on the owner's certificate of title pursuant to M.G.L. 40A § 11. Building permit may be obtained at this time from the City of Fitchburg, Building Department with a copy of your decision showing the Book and Page from the Registry.



MAR. 8

Reports of Committees

Public Safety Committee Oral Report

# City of Fitchburg office of the treasurer

166 Boulder Drive Fitchburg, MA 01420

Anne M. Cervantes Treasurer/Collector

Date: 4-24-18	
Name: USA Auto-Souvier	. •
Parcel ID: 0054-0008-0	
Address: 91 Lancel St	
	•

#### CERTIFICATE OF TAX COMPLIANCE

This document signed by the Treasurer certifies that as of the above date, that the above named Applicant is in compliance and in good standing with its tax obligations and fees payable under City code, including real estate, personal property and water and sewer fees and is not a delinquent taxpayer (longer than 12 months outstanding). This Certificate is issued in compliance with Part II, Article 3, Chapter 120, Section 22, Subsection (C) as amended by City Council. This Certificate is required for all original applications and renewal applications for any license or permit, other than those referred to in Section 120-24, and issued by any Department, Officer, Board, or Commission of the City but not limited to Building Permits, Zoning Board Appeals Applicants, Planning Board Applications, and Special Permits.

Very truly yours, Curvanter

Anne M. Cervantes Treasurer/Collector City of Fitchburg

Public Safety  ${\tt Committee}$ Oral Report

The City of Fitchburg

2010 APR 24 PM 3: 28

Massachusetts 01420

undersigned hereby declare (s) that a business is cond	ucted under the title of
Company ON & STOP AUTO Name: OI LAUREU ST. F	GROUP LLC
Address: 91 LAUREU ST. F	ITCH BURG MA 01420
By the following named person (s): (Include Corpora	te name and Title, If Corporate Officer)
FULL NAME	RESIDENCE
BARH EN HAYER	LEOMINSTER MA 01453.
	Leoniuszell ma 01453.
NOTA	ARIZED SIGNATURES
SIGNATURES:	
Before me, the undersigne $\mathbb{Z}_{a-1}$ $\mathbb{Z}_{a-1}$	Y.O.F. Apr. 20/8 d notary public, personally appeared  Aye (
Mr Drivers	ectory evidence of identification which were
to be the person whose name is signed on the preceding contents of the document are truthful and accurate to	g or attached document, and who swore or affirmed to me that the the best of (his) (her) knowledge and belief.
NOTARY PUBLIC	2-25-2022 MY COMMISSION EXPIRES
Cottlegates Shall be in Effect For Four Vages from the	Acts of 1985 and Chapter 110, Section 5 of Mass. General Laws, Business Late of Issue and shall be renewed each four years thereafter. A statement timulag, retiring or withdrawing from such business or partner ship.
Copies of such Certificates shall be available at the addre- during regular business hours to any person who has pure	ss at which such Business is conducted and shall be furnished on request hased goods or services from such business.
Violations are subject to a fine of not more than three hur	idred dollars (\$300.) for each menth during which such violation continues.
CERTIFICATE EXPIRES: April 24	1,2023

Report accepted. Petition granted by unanimous vote. 10 members present. Board consists of 11 members.

The Public Safety Committee recommended the following Petition be forwarded to the DPW Commissioner for a determination:

130-18. Councillor Amy Green, on behalf of Carol Taylor Kazanjian, to:

- 1. Request to make the lower end of Romano Avenue a "one way" street.
- 2. Widen the intersection of Wanoosnoc Road onto South Street.
- 3. Install sidewalks on Canton Street.
- 4. Paint double yellow lines on Canton Street to prevent "passing" and slow speeding traffic down.

Councillor Zarrella recused himself from the vote.

Report accepted. Petition forwarded to the DPW Commissioner for a determination by vote of 8 in favor and 1 opposed (Squailia).

9 members present. Board consists of 11 members.

The Public Safety Committee recommended the following Petition be referred to the Public Works Committee:

131-18. Councillors Marisa Fleming and Marcus DiNatale, on behalf of Raul and Yeydi Jimenez, to investigate and implement remedies to mitigate and/or prevent property damage to 162 Townsend Street resulting from motor vehicle incidents that frequently damage the property's fencing.

Report accepted. Petition referred to the Public Works Committee by unanimous vote. 10 members present. Board consists of 11 members.

The Public Safety Committee recommended the following Petition be granted:

161-18. Timothy Pomerleau, Rydemore Heavy Duty Truck, Class II Dealer's license, for approval to increase maximum number of vehicles for sale from 10 to 100, and vehicles allowed in staging area waiting to be dismantled from 126 to 320.

#### Ladies and Gentlemen:

The undersigned Petition your Honorable Body to increase the maximum number of vehicles for sale and vehicles allowed in staging area waiting to be dismantled on Rydemore's Used Car Dealers License, license number 46-18. We are requesting approval for the maximum number of vehicles for sale to increase from 10 to 100, and vehicles allowed in staging area waiting to be dismantled to increase from 126 to 320.

Sincerely,

Timothy Pomerleau President

Reports of

Committees

Committee

Oral Report

Public Safety

THE PAIRS OF SECRET

Public Safety Committee Oral Report



The City of Fitchburg ZONING Board of APPEALS 166 Boulder Drive – Suite 108 Fitchburg, Massachusetts 211 MAY - 1

# DECISION OF THE ZONING BOARD OF APPEALS

Members in Attendance: Lauren McNamara - Chair, Michael McLaughlin - Co-Chair, Joseph Byrne - Clerk, Anthony Zarrella, & Jeanne Survell

Case No. ZBA-2015-08

Petitioner: Timothy Pomerleau

Land Affected: 150 BENSON ST

Public meeting was held on April 10, 2018 in the Senior Center, 14 Wallace Av., Fitchburg, Massachusetts on a Request for a Change of Conditions for a Special Permit under §181.313D6 and a Variance under §181.313E2 to conduct a Vehicle Recycling and Salvage Business located in the Industrial District at 183/15/0

At this time the Board of Zoning Appeals finds:

A. Business has grown and he intends on expanding further

B. Extensive landscaping has been done and has made a great deal more room for an increased number of vehicles for sale and to be dismantled

C. His site plan was approved by the Planning Board last year

D. He has invested and done an amazing job with this property

With the above findings, the Zoning Board of Appeals voted 5-0 to GRANT a change in Conditions under §181.313D6 & §181.313E2 with the following conditions:

1. Hours of Operation: 7:00AM-5:00PM Monday-Saturday Closed Sunday

Maximum of 100 vehicles on display for sale

3. Maximum of 320 vehicles awaiting dismantling

Business not to be operated as a nuisance

All conditions of the Planning Board to become part of this Special Permit

Sunset Clause - Special Permit to expire July 2030 or upon sale/transfer of the property or change in ownership/operation by Timothy Pomerleau

A Special Permit/Variance/Use Variance may be revoked or modified if the Zoning Board of Appeals finds, after hearing, with notice to parties in interest, that the grantee has violated any condition(s) imposed by the Special Permit/Variance/Use Variance.

The petitioner, his/her heirs and assigns shall be responsible to the City of Fitchburg for any violations of the Zoning by-laws and for violations of the conditions contained in any decision of the Zoning Board of Appeals. If said violation is found, a fine may be imposed in the amount of \$300.00 per day.

Any appeals shall be made pursuant to M.G.L. Ch. 40A §17 within twenty (20) days of the date of filing & recording with the City Clerk's Office and the Planning Board

REMINDER: This does in no way grants relief from other departmental regulations and/or requirements of Federal, State or Local Departments or Commissions.

Michael McLaughlin

Variance, Special Permit, Use Variance or Constructive Grant of a Variance must be recorded in the Registry of Deeds for the county and district in which the land is located under the owner of record or is recorded and noted on the owner's certificate of title pursuant to M.G.L. Ch.40A §11. Building permit may be applied for at that time from the Building Department with a copy of the decision showing the Book and Page from the Registry of Deeds.

Petition granted by unanimous vote. members present. Board consists of 11 members.

Public Works Committee

# Public Works Committee Meeting of May 29, 2018

The Public Works Committee recommended the following Petitions be held in Committee:

- O38-18. Councillor Paul Beauchemin and City Solicitor Vincent
  Pusateri petitions the Council to ensure that property
  located at 150 Legros Street be provided access via
  public ways. The City will be required to cause a
  survey, obtain an appraisal, and perform a taking by
  eminent domain in order to correct the problem.
- O48-18. Councilors Elizabeth Walsh and Marcus DiNatale, along with resident Mary Fritz, to erect jersey barriers at the corner of 400 Rollstone Road (intersection of Rollstone road and Brittany Lane) to mitigate frequent motor vehicle accidents occurring on this resident's property. Existing boulders placed there previously are not effectively mitigating encroachment.

Report read and accepted. Petitions held in Committee by unanimous vote. 10 members present. Board consists of 11 members.

The Public Works Committee recommended the following Petitions be granted:

- 104-18. Councillor Michael Kushmerek, to install a berm, between Lyman St. and Caswell St., for the property located at 131 Longwood Ave. and repair the existing berm on the Lyman Street side of the property.
- 113-18. Councillor Michael Kushmerek, to repair or replace a plow-damaged berm located at 64 Ryefield Road.
- 114-18. Councillor Michael Kushmerek, to repair or replace a Plow-damaged berm located at 326 Blossom Street.

The Public Works Committee recommended the following Petition be held in Committee:

132-18. Councillor Paul Beauchemin, to establish a height limit for utility poles in the City of Fitchburg.

Report read and accepted. Petition held in Committee by unanimous vote. 10 members present. Board consists of 11 members.

Public Works Committees

The Public Works Committee recommended the following Petitions be granted:

- 133-18. Councillor Amy Green, on behalf of Shawn Keating, 23 Munroe Street, to find remedy to mitigate damage happening at a property located at 23 Munroe Street. Damage from snow plows is destroying both the fence & stone wall at this location. Letter is enclosed with the petition.
- 134-18. Councillor Amy Green, on behalf of Jerry & Rose Ann Baldini, 51 Rainville Avenue, to remove dangerous/problematic trees located at 51 Rainville Avenue.

Report read and accepted. Petitions granted by unanimous vote. 10 members present. Board consists of 11 members.

The Public Works Committee recommended the following Petition be **amended to:** fill small pothole in road in front of 20 Proctor Ave. and install a 5 ft. berm and repair the driveway apron in front of 20 proctor Ave. and be granted as amended:

135-18. Councillor Elizabeth Walsh, to fill small pothole in road in front of 20 Proctor Ave. and install a berm in front of 20 Proctor Ave.

Councillor Beauchemin recused himself from the vote.

Report read and accepted. Petition granted as amended by unanimous vote. 9 members present. Board consists of 11 members.

The Public Works Committee recommended the following Petitions be granted:

- 136-18. Councillor Amy Green, on behalf of Sam Erhagbar, 96 Lancaster Street, to request a solution for water damage happening at 96 Lancaster Street.
- 137-18. Councillor Amy Green, on behalf of Carol Russell, 2
  Forest park, to request a berm be installed at 2
  Forest Park to eliminate property damage being caused by snow removal and water.
- 162-18. Councillors Marcus DiNatale and Joel Kaddy, on behalf of Donna Goodchild, to repair a damaged berm at 109 Vine Street.

Report read and accepted. Petitions granted by unanimous vote. 10 members present. Board consists of 11 members.

# ITEMS TO BE TAKEN FROM THE CITY PROPERTY COMMITTEE FOR DISCUSSION AND VOTE:

The following Order was taken from the City Property Committee under Suspension of the Rules by unanimous vote:

158-18. ORDER: Authorizing the City of Fitchburg to obtain a Conservation Restriction on a parcel of land in Ashby known as the Crocker Property as outlined in the enclosed Order.

# City of Fitchburg

FITCHBURG GITY BLENK

In City Council, 2818 MAY 10 AM 9: 08

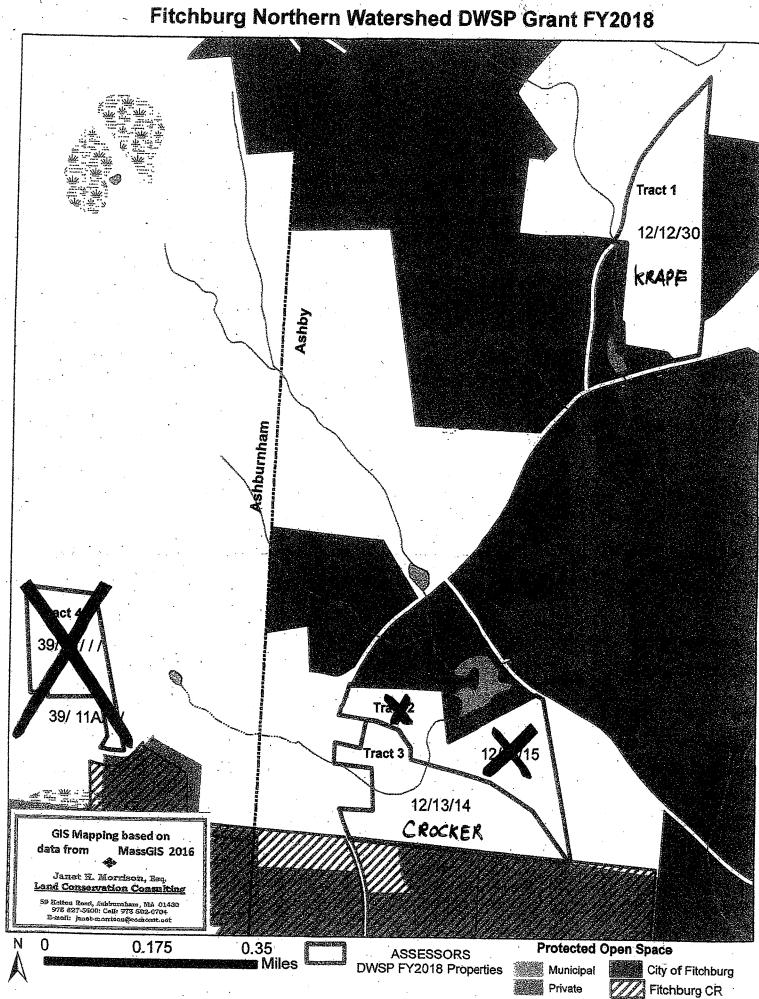
ORDERED:- That

NOW THEREFORE BE IT RESOLVED and ORDERED that the Conservation Restriction conveyed to the City of Fitchburg shall be subject to the provisions of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts as open space for drinking water supply protection purposes and that the land under Conservation Restriction shall be placed in the control, care and custody of the Division of Water Supply of the City of Fitchburg Department of Public Works, and it is further,

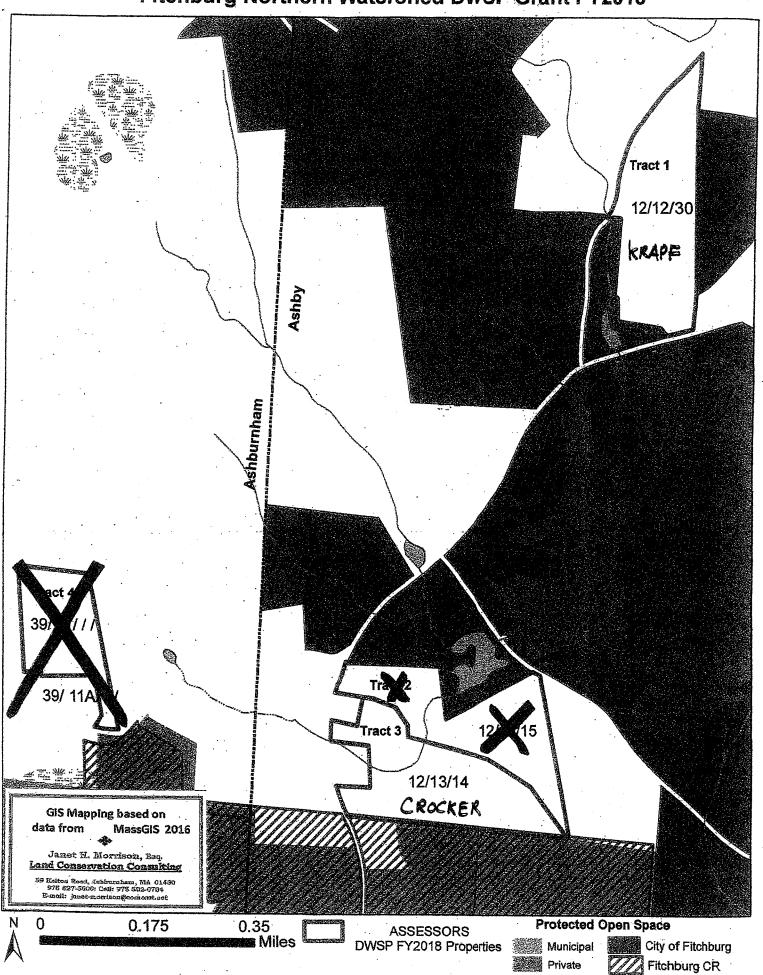
ORDERED that the Deputy Commissioner of the City of Fitchburg D.P.W. - Division of Water Supply and municipal agents is hereby authorized to execute contracts and any other instruments as are necessary or helpful for carrying out this Order, and it is further

ORDERED that the Mayor of the City of Fitchburg is authorized to execute contracts and restrictions and any other instruments as he, in his discretion, shall determine necessary or helpful for carrying out this Order. Third parties may rely upon the representation of the Mayor as to his authority to execute any such instrument in the name of the City of Fitchburg.

VOTED AND APPROVED BY FITCHBURG this day of	THE CITY COUNCIL OF THE CITY OF, 2018 at Fitchburg, Massachusetts.
A TRUE COPY ATTEST:	
Anna Farrell, City Clerk	



# Fitchburg Northern Watershed DWSP Grant FY2018



Order amended to replace #3 to read: #3. To place the restricted property under the control, supervision and management of the "BOARD OF WATER/WASTEWATER COMMISSIONERS". And #4:

#4. Authorization to carry out intents and purposes "IN THE PUBLIC INTEREST PURSUANT TO SECTION 32 OF CHAPTER 184 OF THE GENERAL LAWS OF MASSACHUSETTS".

# ORDER City of Fitchburg

RESOLUTION and ORDER this itchburg (1) to obtain a Conservation as the Crocker Property, in Crocker Road in Ashby within conservation Restriction on said nonies, owner donation, and Divisoroperty under the control, supervision of Water Supply, its municurposes of this Order by signing struments in the name of and or urposes, in the public interest purposes, in the public interest purposes.  OW THEREFORE BE IT RESO onveyed to the City of Fitchburg mendments to the Constitution of inking water supply protection possible placed in the control, care ommissioners of the City of Fitchburg mendments to the Constitution of inking water supply protection possible placed in the control, care ommissioners of the City of Fitchburg mendments to the City of Fitchburg mendments of the City	ation Restriction said property be the watershed to parcel will be obtained of Water Swision and mana the Board of Water Swision and mana contracts, recommendate of the Commonwarposes and that and custody of	n on a certal eing a 28.7 to Fitchburg otained throughly funds agement of agement of the Mayordable instruction of Fitchburg of Fitchburg of Mayordable instruction of the Board of the Board in the Boa	in parcel of 58 acre participated a constitution of the Constitution of the Constitution of the Constitutions of t	of land in As arcel of land in; (2) the object the restrance the restrance the intermediany other rry out the servation Reservation Reserv	shby I located  grant ricted  astewater the DPW nt and  e striction the space for
nown as the Crocker Property, in Crocker Road in Ashby within conservation Restriction on said nonies, owner donation, and Divisoroperty under the control, supervision of Water Supply, its municurposes of this Order by signing struments in the name of and or urposes, in the public interest of Massachuseis.  OW THEREFORE BE IT RESO onveyed to the City of Fitchburg mendments to the Constitution of inking water supply protection possible placed in the control, care ommissioners of the City of Fitch	ation Restriction said property be the watershed to parcel will be obtained of Water Swision and mana the Board of Water Swision and mana contracts, recommendate of the Commonwarposes and that and custody of	n on a certal eing a 28.7 to Fitchburg otained throughly funds agement of agement of the Mayordable instruction of Fitchburg of Fitchburg of Mayordable instruction of the Board of the Board in the Boa	in parcel of 58 acre participated a constitution of the Constitution of the Constitution of the Constitutions of t	of land in As arcel of land in; (2) the object the restrance the restrance the intermediany other rry out the servation Reservation Reserv	shby I located  grant ricted  astewater the DPW nt and  e striction the space for
mendments to the City of Fitchburg mendments to the Constitution of inking water supply protection possible placed in the control, care commissioners of the City of Fitch	shall be subject of the Commonw urposes and that and custody of	i to the prov vealth of Ma at the land u f the Board	risions of A assachuse ander Con	Article 97 of etts as open servation R	the space for
		uiuici,		Wastewater	estriction
RDERED that the Board of Wate the City of Fitchburg D.P.W D othorized to execute contracts ar ourrying out this Order, and it is fu	ivision of Water nd any other ins	r Supply and	d municin:	al anente ar	a harahy
RDERED that the Mayor of the ( strictions and any other instrume lipful for carrying out this Order. ayor as to his authority to execut tohburg.	ents as he, in his Third parties ma	s discretion av rely upor	, shall det	ermine nece	essary or
OTED AND APPROVED BY TH day of, 2018	E CITY COUNC 8 at Fitchburg, N	CIL OF THE	CITY OF	FITCHBUR	RG this
		•			٠.
TRUE COPY ATTEST: na Farrell, City Clerk		-		. Q	01.
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			•		
der adopted as amended ard consists of 11 mem	l by unanimo	ous vote	. 10 m	nembers r	resent

City of Fitchburg,

The following Order was taken from the City Property Committee under Suspension of the Rules by unanimous vote:

Orders taken from the City Property Committee

159-18. ORDER: Authorizing the City of Fitchburg to purchase a certain parcel of land in Ashby known as the Krapf Property, located on Piper Road in Ashby, to be funded through grant monies, owner donation, division of Water Supply funds as outlined in the enclosed Order.

# City of Fitchburg

WENNERS GILL STORK

2010 MAY 10 AM 9: 08

In City Council,

ORDERED:-- That

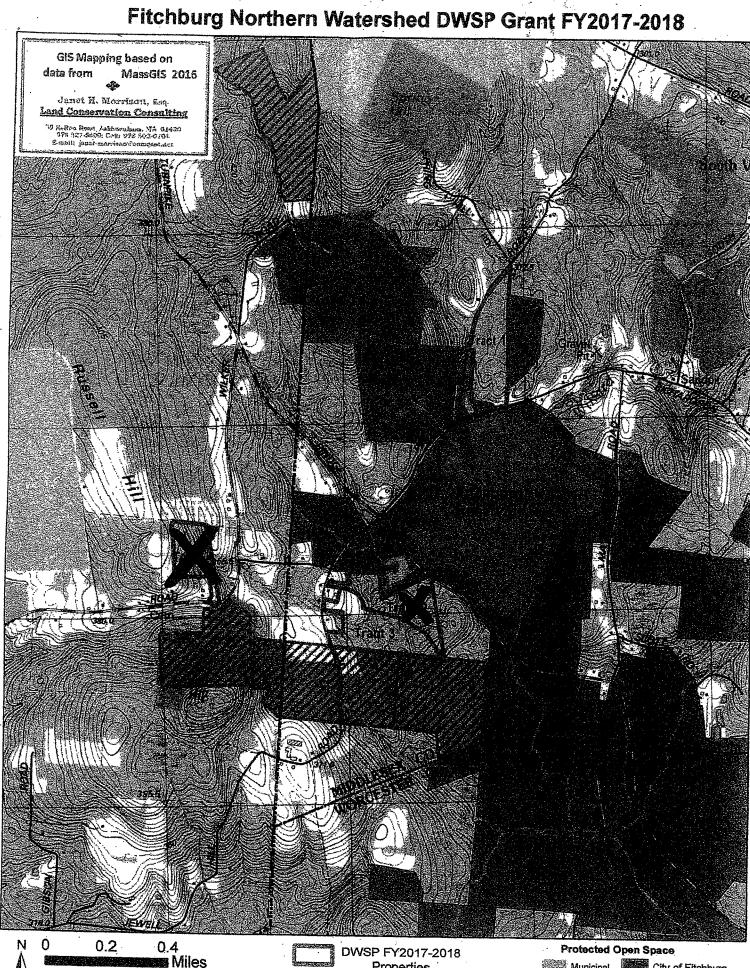
RESOLUTION and ORDER this \_\_\_\_\_ day of \_\_\_\_\_\_, 2018 authorizing the City of Fitchburg to (1) purchase a certain parcel of land in Ashby known as the Krapf Property, said property being a 25.934 acre parcel of land located on Piper Road in Ashby within the watershed to Fitchburg Reservoir; (2) the purchase of said parcel will be funded through a combination of grant monies, owner donation, and Division of Water Supply funds; (3) to place the Property under the control, supervision and management of the Division of Water Supply of the Department of Public Works (DPW); (4) to authorize the Division of Water Supply, its municipal agents and the Mayor to carry out the intent and purposes of this Order by signing contracts, recordable instruments and any other instrument in the name of and on behalf of the City of Fitchburg to carry out these purposes.

NOW THEREFORE BE IT RESOLVED and ORDERED that said land being conveyed to the City of Fitchburg shall be subject to the provisions of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts as open space for drinking water supply protection purposes and that the land shall be placed in the control, care and custody of the Division of Water Supply of the City of Fitchburg Department of Public Works, and it is further,

ORDERED that the Deputy Commissioner of the City of Fitchburg D.P.W. - Division of Water Supply and municipal agents is hereby authorized to execute contracts and any other instruments as are necessary or helpful for carrying out this Order, and it is further

ORDERED that the Mayor of the City of Fitchburg is authorized to execute contracts and restrictions and any other instruments as he, in his discretion, shall determine necessary or helpful for carrying out this Order. Third parties may rely upon the representation of the Mayor as to his authority to execute any such instrument in the name of the City of Fitchburg.

VOTED AND APPROVED BY THE FITCHBURG this day of	E CITY COUNCIL OF THE CITY OF, 2018 at Fitchburg, Massachusetts.
A TRUE COPY ATTEST: Anna Farrell, City Clerk	



0.4 Miles

DWSP FY2017-2018 Properties

Municipal Private

City of Fitchburg Fitchburg CR

**Protected Open Space** 

Municipal City of Fitchburg
Private Fitchburg CR

# GIS Mapping based on data from MassGIS 2015 Janet R. Morrison, Long Janet Market and Ma

DWSP FY2017-2018 Properties

0.4 Miles

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0.2

Orders taken from the City Property Committee

Order amended to replace #3 to read:

#3. To place the restricted property under the control, supervision and management of the "BOARD OF WATER/WASTEWATER COMMISSIONERS". And #4:

#4. Authorization to carry out intents and purposes on behalf of the City "IN THE PUBLIC INTEREST".

# ORDER City of Fitchburg

n City Council thisday of, 2018
RDERED:
ESOLUTION and ORDER this day of, 2018 authorizing the City of itchburg (1) to purchase a certain parcel of land in Ashby known as the Krapf Property, aid property being a 25.934 acre parcel of land located on Piper Road in Ashby within the attershed to Fitchburg Reservoir; (2) the purchase of said parcel will be funded through a ombination of grant monies and Division of Water Supply funds; (3) to place the Property inder the control, supervision and management of the Board of Water Wastewater Commissioners, the DPW invision of Water Supply, its municipal agents and the Mayor to carry out the intent and surposes of this Order by signing contracts, recordable instruments and any other estrument in the name of and on behalf of the City of Fitchburg to carry out these purposes, the public interest.
OW THEREFORE BE IT RESOLVED and ORDERED that said land being conveyed to be City of Fitchburg shall be subject to the provisions of Article 97 of the Amendments to be Constitution of the Commonwealth of Massachusetts as open space for drinking water supply protection purposes and that the land shall be placed in the control, care and sustody of the Board of Water/Wastewater Commissioners of the City of Fitchburg, and it is urther,
PRDERED that the Board of Water/Wastewater Commissioners, the Deputy Commissioner f the City of Fitchburg D.P.W Division of Water Supply and municipal agents are hereby uthorized to execute contracts and any other instruments as are necessary or helpful for arrying out this Order, and it is further,
ORDERED that the Mayor of the City of Fitchburg is authorized to execute contracts and estrictions and any other instruments as he, in his discretion, shall determine necessary or elpful for carrying out this Order. Third parties may rely upon the representation of the Mayor as to his authority to execute any such instrument in the name of the City of itchburg.
OTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FITCHBURG this day of, 2018 at Fitchburg, Massachusetts.
A TRUE COPY ATTEST:
etter om til en skriver og skriver klade og skriver og skriver og skriver og skriver og skriver og skriver og Detter og skriver og s
Order adopted as amended by unanimous vote. 10 members present. Soard consists of 11 members. Order signed by the Mayor June 8, 2018.

#### ORDERS-FINANCE

The following Orders were referred to the Finance Committee:

164-18. ORDERED THAT: The Honorable Mayor Stephen DiNatale is authorized on behalf of the City of Fitchburg to facilitate and execute the attached Community Host Benefit agreement with NS AJO Holdings LLC located at 20 Authority Drive, Fitchburg, MA.

# City of Fitchburg

MACKSTER CHA OF BLK

In City Council,

2011 MAY 29 AM 8: LB

ORDERED:- That

WHEREAS, Massachusetts voters approved the legal cultivation, processing, distribution, sale and use of marijuana for medical purposes through Chapter 369 of the Acts of 2012, An Act for Humanitarian Medical Use of Marijuana (the "Act") and its implementing regulations at 105 CMR 725.000 et seq. (the "Regulations"); and

WHEREAS, the City has already signed a prior Community Host Benefit Agreement with the Company dated December 21, 2016 and approved by City Council on May 2, 2017 regarding the establishment of a lawful Medical Marijuana cultivation and processing facility within the City of Fitchburg at 20 Authority Drive (the "Prior Agreement"); and

WHEREAS, the Company has identified a site and wishes to locate a Medical Marijuana dispensary at 20 Authority Drive, Fitchburg, Massachusetts (the "Facility") in accordance with the Regulations issued by the Commonwealth of Massachusetts Department of Public Health (the "DPH"); and

WHEREAS, the Commonwealth of Massachusetts has permitted the legal cultivation, processing, sale and use of marijuana for non-medical purposes through M.G.L. c. 94G and implementing regulations of the Cannabis Control Commission (the "CCC") at 935 CMR 500.000 et seq. (the "CCC Regulations"); and

WHEREAS, when permitted to do so by law, the Company wishes to operate and use the Facility as a non-medical marijuana retailer as authorized by M.G.L. c. 94G if such operation is authorized and permitted by the City; and

WHEREAS, the proposed Facility is located in a zoning district that allows such use by right or by local permitting; and

WHEREAS, the Company promises to provide certain benefits to the City as provided for herein in the event that it is licensed to operate a Facility and receives all required local approvals; and

WHEREAS, the Company's representations are intended to induce reliance on the part of the City to whom the representation is made and in fact the Company has made a promise which the Company should reasonably expect to induce action or forbearance of a definite and substantial character on the part of the City, including but not limited to the letter of non-opposition which has been executed in reliance on the promises made herein; and

WHEREAS, the acts or omissions by the City are in reasonable reliance on the representations and said promises and said representations and promises have induced such action or forbearance on the part of the City; and

WHEREAS, the detriment to the City as a consequence of the act or omission is fairly and adequately remediated by the enclosed provisions and only compliance or enforcement of the same can avoid an injustice and therefore enforcement would be necessary.

WHEREAS, the promises laid out in this document are indeed a true measure of the remedy needed to compensate the City for the detriment incurred as a result of the City's acts and omissions in reliance on the promises contemplated by the parties;

WHEREAS, the Company and the City understand that the promises contained herein are intended to commit the Company and the City to the same; and

NOW THEREFORE, IT IS ORDERED that in order to address the impacts sustained by the city in connection with the siting the facility, the company offers the attached Community Host Benefit Agreement for Marijuana Cultivation, Processing and Dispensary Facility and the City accepts this Agreement in accordance with G.L. c. 94G §3(d);

**NOW THEREFORE, IT IS FURTHER ORDERED AND VOTED** that the Honorable Mayor Stephen L. DiNatale be hereby authorized for and behalf of said City to execute and deliver any and all documents and take any and all acts necessary, convenient, and helpful to facilitate and execute the agreement and site the facility.

## CITY OF FITCHBURG AND NS AJO HOLDINGS LLC

# COMMUNITY HOST BENEFIT AGREEMENT FOR MEDICAL MARIJUANA DISPENSARY AND NON-MEDICAL MARIJUANA RETAIL FACILITY

This Community Host Benefit Agreement (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Fitchburg, a Massachusetts municipal corporation, located at 166 Boulder Dr., Fitchburg, MA 01420 (the "City") and NS AJO Holdings LLC (the "Company"), a Massachusetts limited liability company with an address of 67 Dana Street, #1, Cambridge, Massachusetts 02138.

WHEREAS, Massachusetts voters approved the legal cultivation, processing, distribution, sale and use of marijuana for medical purposes through Chapter 369 of the Acts of 2012, An Act for Humanitarian Medical Use of Marijuana (the "Act") and its implementing regulations at 105 CMR 725.000 et seq. (the "Regulations"); and

WHEREAS, the City has already signed a prior Community Host Benefit Agreement with the Company dated December 21, 2016 and approved by City Council on May 2, 2017 regarding the establishment of a lawful Medical Marijuana cultivation and processing facility within the City of Fitchburg at 20 Authority Drive (the "Prior Agreement"); and

WHEREAS, the Company has identified a site and wishes to locate a Medical Marijuana dispensary at 20 Authority Drive, Fitchburg, Massachusetts (the "Facility") in accordance with the Regulations issued by the Commonwealth of Massachusetts Department of Public Health (the "DPH"); and

WHEREAS, the Commonwealth of Massachusetts has permitted the legal cultivation, processing, sale and use of marijuana for non-medical purposes through M.G.L. c. 94G and implementing regulations of the Cannabis Control Commission (the "CCC") at 935 CMR 500.000 et seq. (the "CCC Regulations"); and

WHEREAS, when permitted to do so by law, the Company wishes to operate and use the Facility as a non-medical marijuana retailer as authorized by M.G.L. c. 94G if such operation is authorized and permitted by the City; and

WHEREAS, the proposed Facility is located in a zoning district that allows such use by right or by local permitting; and

WHEREAS, the Company promises to provide certain benefits to the City as provided for herein in the event that it is licensed to operate a Facility and receives all required local approvals; and

Page 1 of 15

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WHEREAS, the Company's representations are intended to induce reliance on the part of the City to whom the representation is made and in fact the Company has made a promise which the Company should reasonably expect to induce action or forbearance of a definite and substantial character on the part of the City, including but not limited to the letter of non-opposition which has been executed in reliance on the promises made herein; and

WHEREAS, the acts or omissions by the City are in reasonable reliance on the representations and said promises and said representations and promises have induced such action or forbearance on the part of the City; and

WHEREAS, the detriment to the City as a consequence of the act or omission is fairly and adequately remediated by the enclosed provisions and only compliance or enforcement of the same can avoid an injustice and therefore enforcement would be necessary.

WHEREAS, the promises laid out in this document are indeed a true measure of the remedy needed to compensate the City for the detriment incurred as a result of the City's acts and omissions in reliance on the promises contemplated by the parties;

WHEREAS, the Company and the City understand that the promises contained herein are intended to commit the Company and the City to the same.

NOW THEREFORE, in consideration of the foregoing, the Company offers the following and the City accepts this Agreement in accordance with G.L. c. 94G §3(d):

a. The Company agrees to pay an impact fee to the City, in the amounts and under the terms provided in Section 4(b),(c) herein (the "Impact Fee"). The Treasurer of the City shall hold the Impact Fee, pursuant to and consistent with G.L. c. 94G §3(d). The purpose of the Impact Fee is to alleviate the impacts from the siting of the Facility within the City. The Parties have reviewed the various costs and impacts to the City of the siting and operation of the Facility. After review, the Parties agree that the Impact Fee listed herein is directly proportional and reasonably related to the costs and other impacts imposed upon the City by the siting and operation of the Facility; and the Company agrees to waive any claim that the Impact Fee specified in this Agreement is not a true measure of the costs and other impacts experienced by the City. The parties agree that citing this and similar facilities can have costs and impacts including, but not limited to, a) the perpetuation of a negative perception of the City, b) an increased impact

on the health and security of its Citizens, and c) an increased impact on the roads and public services of the City. Therefore, the parties agree that it is appropriate to use any Impact Fee or other funds paid hereunder to combat blight and other economic effects; to support substance abuse education, prevention, treatment, and housing; to repair or improve the City's infrastructure and utility services; to increase public health and safety services; and to alleviate other related costs. Notwithstanding the foregoing, the City may in its sole discretion expend the Impact Fee as it deems appropriate for alleviating the impacts of siting the Facility within the City, as it deems the impacts to be in its sole discretion.

- b. The Company and City shall cooperate with one another in supplying any documentation requested by the other as to the itemization of the cost imposed upon the City by the operation of the Facility. Such requests shall be responded to within a reasonable amount of time, not to exceed thirty (30) days. Such requests and responses shall be provided in writing pursuant to Section 24.
- Term: The term of this Agreement shall begin the date in which the Final Certificate of Registration is issued by the DPH or Final License is issued by the CCC, whichever should occur first (the "Commencement Date") and shall terminate on the earliest of:
  - a. Any date in which any DPH, CCC or local license or permit is revoked, rescinded or expires without having been renewed; or
  - b. Upon an Event of Default including any period set forth herein to cure, as hereinafter defined in this Agreement, and termination by the City; or
  - c. Upon termination by the Company pursuant to Section 15 hereof provided all payments due hereunder have been made.
  - d. Regardless of the reason for termination, upon termination the next Annual Payment (as defined within this Agreement), abated pro rata to the date of termination, shall be paid to the City by the Company (the "Final Annual Payment"). The Company shall pay the Final Annual Payment to the City on or before the date of termination.
  - e. The Agreement shall continue until termination even if payment of the Annual Fee ceases pursuant to requirement of law.
- 3. The term "Gross Sales" shall mean the grand total of all sales transactions at the Facility without any deductions included in the figure. This definition shall include

Page 3 of 15

any retail sales occurring at the Company's Facility in Fitchburg of medical and non-medical marijuana, marijuana infused products, marijuana accessories and any other products that facilitate the use of marijuana, such as vaporizers, and as further defined in G.L. c. 94G §1 or 105 CMR 725.004, and any other products sold at the Facility, including retail merchandise, such as clothing, but shall exclude any Gross Sales related to medical marijuana and covered under the terms of the Prior Agreement.

- 4. Subject to subsection (h) and (i) of this Section, the Company shall forward to the City the following amounts as the Impact Fee:
  - a. Fifty-Thousand (\$50,000) Dollars on commencement of demolition or construction work, whichever is earlier, on the Facility as a one-time commencement payment (the "Commencement Payment").
  - b. Seventy-Five Thousand (\$75,000.00) Dollars each year (the "Minimum Annual Payment"); plus
  - c. In the event that Three (3%) Percent of Gross Sales exceeds Seventy-five Thousand (\$75,000.00) Dollars each year on the anniversary of the Commencement Date, the Company shall additionally pay the City the difference between Three (3%) Percent of Gross Sales and the Minimum Annual Payment.
  - d. The sum of the payments required under Paragraphs 4(b) and 4(c) above shall be called the "Annual Payment."
  - e. The first Annual Payment shall be due one year after the Commencement Date. Thereafter, the Company shall make the Annual Payment in equal quarterly installments every three months, with each payment due on the 20th day following the end of the three month period. At the option of the Company, the due date may be amended once, by written request, to align with its fiscal or tax quarterly filing obligations for ease of administration, but such amendment shall not change the total amount due.
  - f. In the City's sole discretion, it may direct the Company to provide some services or materials on account of the amounts specified herein (the "Services"). In this event the Company shall provide independent verification of the value of said service or materials to the City upon request and in form satisfactory to the City, and the City shall credit the Annual Payment in said amounts. Notwithstanding the foregoing, the Company

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shall not be required to provide any Services in conflict with the Regulations. In any case, the Services shall not include the distribution of any assets protected by the Act or the Regulations (e.g. marijuana and marijuana infused products) to an individual that is not duly authorized to possess the same.

- g. The first Annual Payment, specifically excluding the Commencement Payment, may be delayed provided that the Company has used diligent efforts to effectuate a retail sale at the Facility, but has not made a minimum of one sale. In the event the Company fails to make the first Annual Payment on the one year anniversary date due to the failure to sell, the first Annual Payment shall be made upon the date of the first retail sale of medical or non-medical marijuana at the Facility; and the next quarterly installment of the Annual Payment shall be due on the next anniversary of the Commencement Date or ninety (90) days after the first Annual Payment is due, whichever is later, with payments thereafter to proceed every three months as scheduled above.
- h. Anything herein to the contrary notwithstanding, to the extent that the Annual Payment is limited by the law of the Commonwealth of Massachusetts at the time the Annual Payment is due to an amount less than that specified in this Agreement, the Annual Payment shall be decreased to the maximum amount permissible (it being understood, that pursuant to M.G.L. c. 94G, Section 3(d) the Annual Payment shall not exceed the limits imposed by M.G.L. c. 94G, Section 3(d)).
- i. The Company shall be required to make the Annual Payment for the maximum period of time provided for by M.G.L. c. 94G, Section 3(d). At the conclusion of this period the parties may enter into a new agreement for an Impact Fee. Nothing in this provision will prevent the parties from making any retroactive adjustment should the Impact Fee be increased or decreased in any future agreement.
- 5. The Company, in addition to any Services or Funds specified herein, shall establish a board within the Company (the "Community Relations Board") with oversight authority over, to the extent the same is controlled by the Company, the site plan, the signage and appearance of the Facility; provided, however, nothing herein shall prevent the DPH or CCC from having final approval over the Community Relations Board's oversight.

June 5, 2018

- a. The parties acknowledge that this provision will require all members to submit to a background check as necessary for DPH or CCC approval.
- b. The Community Relations Board shall be funded by the Company and have the authority to make a gift or grant on behalf of the Company to local charities or to contribute to addressing the City's needs. The Company shall make a gift or grant to the Community Relations Board as follows: Each year, by the anniversary of the Commencement Date, the Company shall contribute not less than Seventy-Five Thousand (\$75,000.00) Dollars. The first gift or grant from the Community Relations Board may be delayed provided that the Company has used diligent efforts to open all dispensaries but has not made a minimum of one sale at a minimum of one dispensary. In the event the Company delays its first gift or grant pursuant to the terms of this paragraph, the gift or grant shall be made Thirty (30) Days after the first sale from the Company's first dispensary to sell marijuana; and the next gift or grant shall be due on the later of i) the next anniversary of the Commencement Date, or ii) Ninety (90) Days after the due date of the first gift or grant, regardless of the results of any future review by DPH or CCC of the Company's dispensaries.
- c. The City's needs and local charities shall be identified by the Community Relations Board. Unless otherwise agreed by the parties, the Community Relations Board shall be comprised of a board of individuals numbering six (6) including three individuals appointed by the Mayor who shall serve as members with all of the rights including voting rights and none of the duties and three others who are officers or directors of the Company. In the event of a tie or deadlock of the Community Relations Board the Mayor's most recent appointee's vote shall control.
- d. Pursuant to the Regulations, any and all individuals associated with the Facility shall be subject to the requisite background checks. As such, all members of the Community Relations Board shall agree to submit to background checks with the DPH or CCC.
- 6. This Agreement and promises are contingent on the Company obtaining a Certificate of Registration from the DPH or CCC to operate the Facility within the City, and the Company's receipt of any and all local approvals to locate, occupy and operate the Facility.
- 7. This Agreement and promises are contingent on the City Council's acceptance of the Agreement pursuant to G.L. c. 94G §3(d) and of any gift or grant being received

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pursuant to M.G.L. c. 44 § 53A, or at the option of the City pursuant to any other law or assignment.

- 8. The Company agrees that it will pay all personal property taxes that would otherwise be assessed if the Company was a for-profit non-manufacturing business organization for the property owned or used by the Company (hereinafter known as the "Full Personal Property Tax") unless the Company supplies sufficient identifying information on the owners of all personal property used by the Company and the City collects the Full Personal Property Taxes from that entity. In no event shall the Company apply for a reduction or elimination of property taxes due to the Company's not-for-profit or other status.
- 9. The Company agrees that it will pay all real property taxes for the property owned or used by the Company to site the Facility that would otherwise be assessed if the Company was a for-profit, nonagricultural business organization owning the real-estate in which the Facility is sited (hereinafter known as the "Full Real Estate Tax"). However, the Company will not be responsible if the Company supplies sufficient identifying information on the owners of all real property used by the Company and the City collects the Full Real Estate Tax from that entity or is otherwise capable of placing a lien in an amount equal to the Full Real-Estate Tax plus interest and penalties on the real estate for the nonpayment of the real estate taxes. In no event shall the Company apply for a reduction or elimination of property taxes due to the Company's not-for-profit or other status.
- 10. The Company agrees that jobs created at the Facility will be made available to City of Fitchburg residents. City residency will be a positive factor in hiring decisions at the Facility, but this does not prevent the Company from hiring the most qualified candidates and complying with all employment laws and other legal requirements.
- 11. This Agreement does not affect, limit, or control the authority of any City department, including boards and commissions, to carry out their respective duties in deciding whether to issue or deny any necessary local permits or licenses, required under the laws of the Commonwealth, the Fitchburg Zoning Ordinance, the Board of Health or any other applicable laws and regulations. By entering into this Agreement the City is not required to issue such permits or licenses. The Company acknowledges that it is subject to a special permit or site plan review including façade improvements and screening of the facility.
- 12. The terms of this Agreement will not constitute a waiver of the City's regulatory authority or of the Company's applicant responsibilities not otherwise addressed by this

Agreement. This Agreement does not affect, limit, or control the authority of any City departments, including boards and commissions, to issue fees, fines and penalties. This Agreement does not affect, limit, or control the authority of the City to levy taxes, whether authorized by any current or future regulation, act or statute or any amendment which may be enacted thereto, and any amounts specified above as Impact Fees, gifts or grants, including but not limited to Paragraphs 4 and 5, shall not constitute taxes or be creditable thereto.

- 13. Events of Default: The Company shall be deemed to have committed an event of default if any of the following occur:
  - a. the Company relocates the Facility outside of the City, without prior approval from the City or Ninety (90) day notice;
  - b. the Company fails to obtain, and maintain in good standing, all necessary local licenses and permits, and such failure remains uncured for thirty (30) days following written notice from the City;
  - c. the Company ceases to operate a Facility in the City;
  - d. the Company fails to make payments to the City as required under this Agreement, and such failure remains uncured for Thirty (30) days following written notice from the City;
  - e. the Company fails to participate in the Community Relations Board, unless otherwise limited or prevented from doing so; and,
  - f. DPH or CCC deems the Company has committed an event of default (as defined in the Regulations), provided that the Company is able to exercise all available remedies to re-establish good standing with the DPH or CCC.
- 14. Termination for Cause: The City may terminate this Agreement Thirty (30) days after the occurrence of any Event of Default. In addition, the City may terminate this Agreement for cause at any time by giving at least Ninety (90) days' notice, in writing, to the Company. Cause is defined as the Company's purposeful or negligent violation of any applicable laws of the Commonwealth, or local ordinances and regulations, with respect to the operation of a Facility. If the City terminates this Agreement the Final Annual Payment (as defined within this Agreement) shall be paid to the City by the Company. The Company shall pay the Final Annual Payment to the City on or before the date of termination.

Page 8 of 15

- 15. Termination by the Company: The Company may terminate this Agreement Ninety (90) days after cessation of operations of any Facility within the City. The Company shall provide notice to the City that it is ceasing to operate a Facility in the City and/or it is relocating to another facility outside of the City at least ninety (90) days prior to the cessation or relocation of operations. If the Company terminates this Agreement the Final Annual Payment (as defined within this Agreement) shall be paid to the City by the Company. The Company shall pay the Final Annual Payment to the City on or before the date of termination.
- 16. If the City terminates this agreement the Company shall:
  - a. not be relieved of liability due under this contract until the Company discontinues operation of the Facility in Fitchburg; provided that, once the Company does discontinue operation of the Facility in any event, it shall have no further obligations under Section 5 and 6 of this Agreement except for the Final Annual Payment as set forth above;
  - b. not be relieved of liability to the City for damages sustained by the City for personal injury or property damage;
  - c. secure the real estate and personal property owned or used at the time of Default or Termination whichever is earlier, at its sole expense in such a manner so as not to permit waste to occur to the property;
  - d. pay all amounts due and reasonably anticipated to be due under this agreement through and until Company discontinues operation of the Facility in Fitchburg;
  - e. provide the City with adequate security for amounts due and reasonably anticipated to be due under this agreement; and
  - f. cease and desist operations immediately after the expiration of the Ninety (90) Day notice for cause provided for in paragraph 14, unless otherwise ordered by the Mayor.
  - g. Unless the Company ceases all operations within the City, enter into a new Community Host Agreement which is consistent with the then existing law.

- 17. Anything contained herein to the contrary notwithstanding, in the event the Company fails to locate a Facility in the City of Fitchburg this agreement shall become null and void without further recourse of either party after the Company contributes Three Thousand (\$3,000.00) Dollars to the City's Legal Department for the meetings, the negotiation and execution of this Agreement as required below.
- 18. In the event that the Company desires to relocate the Facility within the City of Fitchburg it must obtain approval of the new location by the City.
- 19. This agreement is entered into with the understanding that the Commonwealth has permitted cultivation, processing and distribution of marijuana for non-medical purposes. In the event the Company engages in this activity, then the terms of this Agreement including but not limited to the calculation of Gross Sales, the Commencement Date, Impact Fee and/or maximum gifts or grants due hereunder, preferential treatment due to the Company's status and all non-monetary provisions of the Agreement shall also include and govern all such activity and relate to both medical and all other marijuana. The Parties shall execute a subsequent memo clarifying the application of the terms of this Agreement to non-medical marijuana activities.
- 20. In the event that under future law the City or the Company (as the case may be) is required or permitted (as the case may be) to seek more favorable payments and/or obligations from the other party in connection with the siting of the Facility within the City, such party, at such parties' sole option, may choose to renegotiate some or all of the terms of this Agreement.
- 21. The Parties have entered into this Agreement with the presumption, as set forth in Paragraph 19 above, that this Agreement shall serve as an acceptable host agreement for Non-Medical Use of the same type.
- 22. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the Company submits to the jurisdiction of the Worcester Superior Court for the adjudication of disputes arising out of this Agreement. Furthermore, in the event of litigation between the City and the Company, neither party shall contest the validity of this agreement, and will stipulate that this agreement shall be enforced as a valid legally binding contract requiring the Company to pay an Impact Fee and/or to make the gift or grant and that this obligation is supported by valuable consideration, or, at the City's option, that the City is also

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entitled to enforcement under a theory known as detrimental reliance which is also identified commonly as promissory estoppel.

23. Any and all notices, or other communications required or permitted under this Agreement shall be in writing and delivered by hand or mailed, postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the following addresses:

The City:

Vincent Pusateri City Solicitor Fitchburg City Hall 166 Boulder Dr. Fitchburg, MA 01420

with a copy to:

A.J. Tourigny

Mayor's Chief of Staff 166 Boulder Dr. Fitchburg, MA 01420

Company:

NS AJO Holdings INC. 67 Dana Street, #1 Cambridge, MA 02138 Attn: Aidan O'Donovan

- 24. Subject to the final sentence of this Section, the Company shall not assign, sublet, or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the City, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the City. In the event that the Company sells all or substantially all of its assets then the Company will also assign the obligations under this Agreement to the purchasing entity. The City shall not unreasonably delay, condition or withhold assent to such an assignment, and in the case of a merger or acquisition of the Company or a sale of all or substantially all of the Company's assets, the City shall limit its objections to such merger, sale or acquisition to financial stability or moral character of the resulting entity or purchaser, based on independent or objectively verifiable evidence.
- 25. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives.

- 26. The Company shall file with the City copies of the financial disclosures provided to the Commonwealth of Massachusetts including but not limited to the DPH, CCC and the Attorney General. The Company shall provide audited financial statements by a CPA firm approved by the City in the event that in the City's discretion the same is required as a result of a legitimate material question or controversy relative to the Company's financial disclosure. In the event that the Company's financial disclosures are consistent with the results of the audit then the City will pay all of the reasonable and necessary expenses incurred in connection with conducting the audit. One year after the Commencement Date and on an annual basis thereafter, the Company agrees to provide the City with complete and accurate State Tax Form 2, "Form of List" and such other documentation as is reasonably requested by the Assessors.
- 27. In the event that the Company defaults on its obligations under this Agreement, the financial condition of the Company is in question, or there exists the likelihood that the Company is intending to leave the City, the Company shall convey a security interest in the assets of the Company, to the extent allowed by law, in an amount sufficient to secure the outstanding balance and amounts which are reasonably anticipated to become due.
- 28. The Company shall contribute Three Thousand (\$3,000.00) Dollars to the City's Legal Department for the meetings, the negotiation and execution of this Agreement upon complete execution of the Agreement by all parties. The Parties agree that this fee for legal services is associated with the drafting of this Agreement and is not part of the impacts experienced by the City due to the siting of the Facility, and does not compromise any portion of the Impact Fee referred to above. Said fee is due and payable upon execution of the Agreement.
- 29. The Company shall comply with all laws, rules, regulations, and orders applicable to the Facility; such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits and approvals required for the performance of such work.
- 30. If any term or condition of this Agreement, or any application thereof, shall to any extent be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
- 31. In the event that any Court of competent jurisdiction, department or agency of the Commonwealth of Massachusetts or other Regulatory Authority determines that the Impact Fee, gifts, grants or Services received under this Agreement cannot be received

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pursuant to G.L. c. 94G §3(d), or pursuant to M.G.L. c. 44 §53A, or any other provision of law, this agreement shall not become null and void, but shall remain in full force and effect and the monies tendered to the City shall be received pursuant to the then nominee of the City including but not limited to the Fitchburg Redevelopment Authority, or other charitable organization.

- 32. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated Agreement between the Company and the City with respect to the matters described.
- 33. This Agreement supersedes all prior Agreements, negotiations, and representations, either written or oral regarding a medical marijuana dispensary between the parties, and it shall not be modified or amended except by a written document executed by the parties hereto. Except as provided for in writing, this Agreement has no effect on any other agreements which the parties may have entered into regarding any matter other than medical marijuana, particularly including the Prior Agreement, any matter other than this non-medical marijuana cultivation and processing Facility. It is the intention of the parties that the terms of the Prior Agreement remain unmodified and undisturbed by this Agreement.
- 34. Each of the parties acknowledges that it has been advised by counsel, or had the opportunity to be advised by counsel, in the drafting, negotiation, execution, and delivery of this Agreement, and has actively participated in the drafting, negotiation, execution and delivery of this Agreement. In no event will any provision of this Agreement be construed for or against either party as a result of such party having drafted all or any portion hereof.
- 35. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one in the same Agreement.

[The remainder of this page is intentionally left blank, signature pages to follow]

In WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

CITY OF FITCHBURG

Mayor Steven L. DiNatale For the City of Fitchburg

Vincent P. Pusateri, II Esq. Approved as to legal form: City Solicitor

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ORDERED THAT: There be and hereby is appropriated the sum of TWO HUNDRED THIRTY-TWO THOUSAND, ONE HUNDRED TWENTY-THREE AND 94/100 DOLLARS (\$232,123.94) same to be charged against RESERVED FOR APPROPRIATION INSURANCE RECOVERIES OVER \$150,000 and credited to SCHOOL EXPENSES.

ORDERED THAT: There be and hereby is transferred from within the sum of THIRTY THOUSAND AND 00/100 DOLLARS (\$30,000.00) same to be transferred from DPW TRAFFIC SIGNALS EXPENSE, EQUIPMENT (\$17,000.00) and DPW HIGHWAY GENERAL EXPENSE, GAS & OIL (\$13,000.00) and credited to DPW STREETLIGHTS, STREETLIGHT MAINTENANCE.

ORDERED THAT: There be and hereby is appropriated the sum of TEN THOUSAND, EIGHT HUNDRED NINETY-EIGHT AND 00/100 DOLLARS (\$10,898.00) same to be charged against WASTEWATER ENTERPRISE FUND, RETAINED EARNINGS and credited to WASTEWATER PERSONAL SERVICES.



# The City of Fitchburg Massachusetts OFFICE OF THE MAYOR

# STEPHEN L. DINATALE MAYOR

166 BOULDER DRIVE FITCHBURG, MA 01420 TEL. (978) 829-1801 AARON TOURIGNY
CHIEF OF STAFF
ATOURIGNY@FITCHBURGMA.GOV

JOAN DAVID
ADMINISTRATIVE AIDE

JDAVID@FITCHBURGMA.GOV

May 31, 2018

Calvin D. Brooks City Auditor 166 Boulder Drive Fitchburg, MA 01420

Dear Mr. Brooks:

Kindly draw a council order for the City of Fitchburg to appropriate the sum of \$10,898.00 from Wastewater Retained Earnings and credited to Wastewater Personal Services.

The purpose of this order is to fund a new three year contract with Local 888, Service Employees International Union (SEIU), which covers the period July 1, 2017 to June 30, 2020.

Thank you.

Regards,

Stephen L. DiNatale, Mayor

City of **Fitchburg** 



Department of **Human Resources** 

May 30, 2018

Honorable Mayor Stephen D. DiNatale Municipal Offices 166 Boulder Drive, Ste. 108 Fitchburg, MA 01420

Dear Mayor DiNatale:

Kindly be advised that negotiations, for fiscal years 2018 – 2020, with the Service Employees International Union (SEIU), Local 888 representing the Wastewater Facilities group have concluded.

I have attached the signed Memorandum of Agreement and all related documents pertaining to this CBA.

As a result of these successful negotiations, I am requesting an appropriation from available funds in the amount of Ten Thousand, Eight Hundred and Ninety-eight Dollars (\$10,898). This amount represents the first year of the Collective Bargaining Agreement and associated retroactive wages.

Please contact me should you have any questions related to this matter.

Susan A. Davis

Director of Human Resources

Cc: Calvin Brooks, City Auditor Enc:

Enc: Memorandum of Agreement

Vacation Matrix
Modified/Light Duty Policy
Employee Fee Agreement/Training and Educational Fees
Senior Wastewater Operator Job Description
Daily Activity Report
Cell Phone Policy
City Telephone Usage Policy

**City Hall Offices** 

166 Boulder Drive, Ste. 108 Fitchburg, MA 01420 P. 978.829.1800

www.fitchburgma.gov

Monday - Friday 8:30 AM - 4:30 PM

Susan A. Davis Director

P. 978.829.1809 F. 978.829.1966

sdavis@fitchburgma.gov

Steffani J. Santiago Human Resources

> P. 978.829.1808 F. 978.829.1966

**Assistant II** 

ssantiago@fitchburgma.gov

FITCHBURG



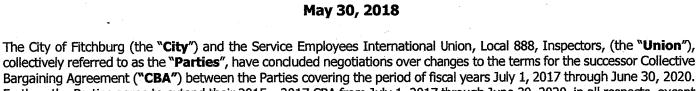
#### MEMORANDUM OF AGREEMENT

Between the

#### CITY OF FITCHBURG, MA

And the

#### Service Employees International Union Local 888/Wastewater Treatment Facility May 30, 2018



collectively referred to as the **"Parties"**, have concluded negotiations over changes to the terms for the successor Collective Bargaining Agreement (**"CBA"**) between the Parties covering the period of fiscal years July 1, 2017 through June 30, 2020. Further, the Parties agree to extend their 2015 – 2017 CBA from July 1, 2017 through June 30, 2020, in all respects, except as modified by this Memorandum of Agreement. All changes shall become effective as of the date of the signing of this Agreement, except as specifically provided for herein. The Parties agree to the following modifications:

#### 1. Collective Bargaining Agreement Document

The following changes shall be made to the Collective Bargaining Agreement document:

- a. Correction any and all grammatical and typographical errors;
- b. Reformat document;
- c. Replace all Roman numerals with Arabic numbers;
- d. Change dates for Fiscal Years July 1, 2017 June 30, 2020;
- e. A preliminary revised document shall be submitted to the Union for review and approval prior to signing.

#### 2. Article 2/Agency Service Fee, p. 6

a. Change address for SEIU Comptroller from 52 Roland Street, Suite 101, Charlestown, MA 02129 to 25 Braintree Hill Office Park, Suite 306, Braintree, MA 02184.

#### 3. Article 3/Discrimination and Coercion, p. 6

- a. *Eliminate:* All parties to this Agreement agree that they shall not discriminate against any person because of race, color, sex or age.
- b. **Replace** with: The Parties agree that they shall not discriminate against any person because of gender, race, color, national origin, ancestry, religion, age, disability, genetics, military status, sexual orientation or gender identity and/or expression.

#### 4. Article 5, Civil Service, p. 7

Allow City to eliminate Civil Service from hiring process for all new employees. Those employees currently within their probationary period shall be included with new employees. Any current employees with Civil Service status shall retain said status.

#### 5. Article 6/Injured Employees, p. 8

- a. Section 2, sentence 1, *Add:* ...as reasonably possible, "but not later than forty-eight (48) hours after the time of such accident and/or injury."
- b. Insert Article above Article 12, Worker's Compensation, located on page 15.

#### 6. Article 8, Vacation, p. 10

- a. *Eliminate* Section 1 and *replace* with new vacation matrix. (See attached)
- b. *Replace* with following language:

MEMORANDUM OF AGREEMENT City of Fitchburg, MA & SEIU/Local 888/WWTF May 22, 2018

#### MOA, CITY OF FITCHBURG, MA & SEIU, LOCAL 888, WWTF, cont'd:

As summer and winter holidays and end of calendar year vacations are highly sought after vacation periods, the Union acknowledges the importance and necessity of the City's ability to ensure and maintain proper staffing levels in order to comply with state and federal regulations and the NPDES Permit performance requirements.

As such, bargaining unit members and the City shall comply with the following vacation request policy and procedure:

#### **Vacation Period**

#### Memorial Day — Labor Day Thanksgiving Day — New Year's Eve

#### **Vacation Request Submission**

On or before May 1<sup>st</sup> On or before November 1<sup>st</sup>

- 1. All vacation requests must be submitted in writing.
- 2. Preference for requests received on or before May 1<sup>st</sup> or November 1<sup>st</sup>, respectively, shall be given by departmental seniority (i.e.: Operations, Maintenance Subdivision A, Maintenance Subdivision B and Laboratory).
- 3. Vacation requests received after May 1<sup>st</sup> and November 1<sup>st</sup>, respectively, shall be given a good faith effort for accommodation, however, granting of said requests shall be at the discretion of management, as Facility work and scheduling may permit.
- 4. Vacation requests received after May  $1^{st}$  and November  $1^{st}$ , respectively, shall not be given seniority based preference.
- 5. Employees shall attempt to resolve scheduling conflicts by mutual agreement.
- 6. Vacation requests must be at a minimum or four (4) hours or more.

The Deputy Commissioner shall have sole discretion and approval authority in granting vacation requests.

- c. *Eliminate* paragraphs 4 through 6.
- d. *Replace* with: An employee who has been employed with the City for five (5) or more consecutive years shall be allowed, in each calendar year, to exchange up to two (2) week's (10 days) of pay at his/her current base rate, for up to ten (10) accrued vacation days, provided the employee has three (3) weeks of vacation as of January 1<sup>st</sup> of the calendar year in which s/he wishes to exchange the aforementioned weeks. Employees employed for less than five (5) years shall be allowed, in each calendar year, to exchange up to one (1) week's pay (5 work days) for up to five (5) accrued vacation days.

#### 7. Article 9, Sick Leave, p. 12

#### a. Sick Leave Bank, section 3, add the following:

- The Sick Bank is available to those employees who have completely exhausted all accrued sick, personal and vacation leave and who are not receiving Workers' Compensation and/or Disability benefits.
- Employee members who donate to the sick bank shall not forfeit the accrual of personal time, as specified in the Personal Days section of this Article.

#### 8. NEW Article 10, Family Medical Leave Act (FMLA)

- a. **Add:** "The City shall comply and cooperate with all local, state and federal laws related to the Family Medical Leave Act (FMLA), as amended."
- b. Renumber CBA Articles.

#### 9. NEW Article 11, Parental Leave Act

a. **Add** the following:

The Parental Leave Act expands the current maternity leave law, pursuant to M.G.L. c. 149, §105D. This gender neutral law provides up to eight (8) weeks of unpaid leave for the purpose of giving birth or for the placement of a child under the age of eighteen (18) or age twenty-three (23) if the child is mentally or physically disabled, for adoption. Both men and women are entitled to Parental Leave, provided the following:

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#### MOA, CITY OF FITCHBURG, MA & SEIU, LOCAL 888, WWTF, cont'd:

- Such Leave shall apply to employees, classified as full time and benefited only and who have completed at least three (3) months of her/his required probationary period.
- Such Leave shall be unpaid, unless the employee chooses to use accrued personal, sick or vacation leave.
- Said employee must provide a two (2) week notice of departure seeking such Parental Leave and the employee's intention to return or as soon as is practicable if a delay is due to reasons beyond the employee's control.
- Should two (2) employees of the City give birth to or adopt the same child, the two (2) employees are entitled to an aggregate of with (8) weeks' leave.
- Parental Leave shall run concurrently with the Family Medical Leave Act (FMLA).
- The City shall comply with all local, state and federal laws related to the Parental Leave Act.
- b. Renumber CBA Articles.

#### 10. Article 12, Worker's Compensation, p. 15

- a. Eliminate: "Any injury must be reported forthwith to the supervisor."
- b. **Replace** with: "All injuries must be immediately reported to the employee's supervisor. A written report of such injury must be submitted to the City's Worker's Compensation agent as soon as practicable, however, no later than forty-eight (48) hours from such injury.
- c. Add:
  - The City agrees to fully cooperate and comply with all local, state and federal laws related to Worker's Compensation, as amended. At the option of the employee, the City will calculate, process and include the difference between the Worker's Compensation amount and the employee's regular base weekly pay in accordance with the City's bi-weekly payroll processes and policies. The equivalent amount of time shall be deducted from the employee's accrued vacation, personal or sick time. If the employee chooses to use sick time to offset the Worker's Compensation amount, s/he will not accrue personal time during such period.
  - If the City or the Department of Industrial Accidents recognizes liability, an employee shall not lose seniority, vacation or sick leave accrual or other benefits while on Workers Compensation, provided the same is due and payable. However, in no event should sick leave, personal or vacation leave or other benefits accrue after the first year of absence. The employee shall not lose seniority, however, s/he will not accrue seniority beyond the inception date of the Worker's Compensation period if the absence is longer than one (1) year.

#### 11. NEW Article, Modified/Light Duty Policy

Add new policy for modified/light duty. (See attached)

#### 12. Article 14, Military Leave, p. 16

a. *Eliminate* language in current CBA and replace with: "The City agrees to fully comply and cooperate with all local, state and federal laws related to Military Leave."

#### 13. Article 17, Safety Committee, p. 18

a. Replace "monthly" Safety Committee meetings to "quarterly, unless mutually agreed upon by the Parties or if an emergency situation arises which necessitates a meeting of the Safety Committee."

#### 14. Article 18, Health and Life Insurance, p. 19

- a. Change name of Article to Health and Welfare.
- b. Change life insurance amount from \$10,000 to \$15,000.
- c. Add: The City currently offers the following programs and voluntary benefits available through payroll deduction. Premium costs for such benefits shall be paid by the employee at one hundred percent (100%). Current insurance products include accidental, cancer, critical illness, dental, life, maternity disability, medical bridge, short and long term disability. Providers and voluntary product offerings are subject to change.
- d. *Eliminate* Article 18A and create separate section for items contained therein.
- e. *Eliminate* paragraph (a) related to tetanus and other inoculations.

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#### MOA, CITY OF FITCHBURG, MA & SEIU, LOCAL 888, WWTF, cont'd:

#### 15. Article 20, Summer Employees, p. 20

a. Rename Article "Temporary, Co-op and Seasonal Employees.

b. *Change* "temporary summer employees" to Temporary employees in sentence 1.

c. *Insert* thefollowing:

The City and Union mutually agree that the purpose and intent of hiring temporary employees is to supplement the workforce on a temporary basis and to promote potential entry level positions and opportunities to trained and qualified students.

Nothing in this Agreement shall prevent, restrict or limit the Municipal Employer in the continuance of it present practices relative to the hiring and employment of Temporary Seasonal employees, provided such work shall first be offered to employees laid off during the previous year on the same terms and conditions.

All seasonal employees shall be given a "start" date and an "end" date, with a period of employment less than twenty (20) weeks. All overtime, scheduled, emergency or otherwise shall be first offered to permanent properly licensed and qualified employees in each division prior to offering it to Temporary Seasonal employees. The Union shall be notified of the names of all individuals hired by the City as Temporary Seasonal employees and the start and end date of each seasonal employee's terms in writing.

#### 16. Article 24, Promotional Training Programs, p. 21

- a. Change name of Article to "Education and Promotional Training."
- b. *Eliminate* paragraphs (a) through (c).
- c. **Add** new paragraph: The City recognizes the importance of educational development and professional growth of its employees. As such, the City agrees to pay and/or reimburse employees for the cost of registration fees, tuition and books for educational courses, training, licensure and/or certification. Payment and/or reimbursement for such training and/or courses must adhere to the following guidelines:
  - All courses must be relevant to the employee's current position within the department and/ordivision.
  - Employees must submit a written request to their department and/or division head prior to enrolling in any course and/or training. Approval must be obtained by said department and/or division head prior to the attendance at such training and/or educational course.
  - Approval for training and attendance shall be granted by said department and/or division head based upon the needs of the department and/or division. The approval and selection for attendance at such training of one employee member over another shall be determined at the discretion of the department and/or division head.
  - Employees are required to sign an **Employee Fee Agreement (see attached)** related to reimbursement of training costs regarding uncompleted training, unsatisfactory or non-passing grade, or separation from employer within two
    - (2) years. Employees must sign such Agreement before approval shall be granted. This form appears as an Appendix to this MOA.
  - A grade of B- or better must be received in courses with letter grades; a "pass" must be received in courses
    which grade with a pass/fail grading structure. The employee must provide written documentation and/or
    transcripts reflecting same.
- To receive reimbursement by the City of any approved, associated costs related to educational courses, the employee shall submit written documentation, receipts, etc. reflective of such costs.
- d. **Add:** Employees desiring to enroll in relevant training courses, as offered by New England Interstate Water Pollution Control Commission (NEIWPCC), Massachusetts Water Pollution Control Association (MWPCA) or coursework deemed by management to be comparable to same shall submit a written request to take such courses prior to the course date (s). The City shall register and pay the costs associated with such courses prior to attendance at said course (s).
- e. *Eliminate* current paragraph (f) and *replace* with:

For employees required by the Commonwealth of Massachusetts to participate in a mandatory number of hours of contact training, the City agrees to conduct in-service training at a City location or to pay registration costs and

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#### MOA, CITY OF FITCHBURG, MA & SEIU, LOCAL 888, WWTF, cont'd:

reasonable material costs for such relevant courses. The City shall register the employee and will pay associated costs for such coursework, as offered by New England Interstate Water Pollution Control Commission (NEIWPCC), Massachusetts Water Pollution Control Association (MWPCA) or coursework deemed by management to be comparable to same shall submit a written request to take such courses prior to the course date (s).

- f. Add new subsection, Licensure/Certification Stipends:
- Members who maintain a Plumbing or Hydraulic license shall receive an annual stipend of \$300, only if license is required for the position.
- Members who maintain an electrical journeyman's license shall receive an annual stipend of \$300.
- Members who work at least one hour within a day in a confined space using safety equipment shall receive a
  hazardous duty stipend of \$100 a day that day's work. For this purpose, safety equipment shall be considered
  extraction hoists, safety lines, full body harness, area purging ventilation equipment, supplied air headgear, and
  four gas detection equipment.
- g. Effective July 1, 2017, any operator who attains a Grade 4 Operator's license shall receive a 1% increase in his/her hourly wage rate.
  - This type of wage increase shall apply to any member employee who currently holds such licensure or who
    is actively pursuing (and obtains at a later date, beyond the ratification date) obtaining such licensure on
    or before the date of ratification of this Agreement.
- h. Any operator who attains a Grade 6 or Grade 7 operator's license shall receive a 2% increase in his/her hourly wage rate. Any member employee holding a valid Grade 6 or Grade 7 Operator's license at time of ratification, and is currently receiving such 2% wage rate increase shall continue to receive such wage rate increase.
- i. Add thefollowing:

To properly align Operations staff licensure requirements of 257 CMR 2.00, Certification of Operators of Wastewater Treatment Facilities, and the Senior Wastewater Operator position shall change as follows:

- Within one (1) year of the date this agreement is ratified, all eligible Senior Wastewater Operators shall
  have attained their Grade 7 Operator's License. Senior Wastewater Operators that are not eligible to apply
  for their Grade 7 Operator's License within 1-year of the date this agreement is ratified, shall have attained
  their Grade 7 within 1 year of their eligibility to apply for their Grade 7 Operator's License.
- The job description of the Senior Wastewater Operator position shall be revised to reflect the changes listed above. (See attached)
- j. *Eliminate* \$500 annual stipend for Sr. Operators.

#### 17. Article 25, Grievance Procedure, p. 23

a. *Replace* Steps 1 – Step 5 with the following:

#### Section 25.1 DEFINITION OF A GRIEVANCE

Any matter on which there is a dispute, including the application or interpretation of this Collective Bargaining Agreement, the employee shall have ten (10) working days from the date of the alleged violation of from the date that the employee had reason to believe that there was an alleged violation of this Agreement to file a grievance. The following steps shall outline the procedure for filing a grievance.

#### Section 25.2 FILING A GRIEVANCE

#### Step 1

The grievant, with or without the Union, shall be granted an informal conference with the employee's immediate supervisor and/or manager for which the work assignment originated.

#### Step 2

If the grievance is not resolved within five (5) working days after the aforementioned conference with the employee's supervisor and/or manager, the employee shall consult with a member of the Union's grievance committee, who shall reduce the alleged grievance, with a brief statement of the facts, to a written document, signed by the grievant and the union representative. A copy shall be submitted to the Deputy Commissioner and the Director of Human Resources.

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#### MOA, CITY OF FITCHBURG, MA & SEIU, LOCAL 888, WWTF, cont'd:

#### Step 3

Within three (3) working days after Management receipt of the written grievance, a meeting shall be held between the Deputy Commissioner, the employee's management Supervisor, the aggrieved employee, and no more than two (2) representatives of the Union. Within five (5) working days after such meeting, the Deputy Commissioner shall provide a written decision to the employee. If no written decision is issued by the Deputy Commissioner, the grievance shall be deemed denied at Step 3.

#### Step 4

Should, by the end of the aforementioned five (5) working days, the grievance be unresolved, it shall be submitted within five (5) working days to the Mayor and/or his designee. The Mayor and/or his/her designee shall meet with the grievant and the Union representative (s) within seven (7) working days of receipt of the grievance. The Mayor and/or his/her designee shall have twenty-one (21) working days to issue a decision after said meeting. The time limitations and/or requirements in any part of the preceding steps may be extended by mutual agreement of the Parties. Failure of the Union or the employee to process the grievance within the time limits indicated above at any step of the grievance procedure with the person to whom the grievance should be filed at that step, shall waive the grievance. No discipline shall be imposed without just cause.

#### Step 5

Should the grievance not be resolved at the end of the aforementioned ten (10) working day period, either Party shall have the right to submit the grievance to arbitration (American Arbitration Association), which shall be final and binding on all Parties. Notice of the intention of either Party to submit the matter to Arbitration must be submitted to the other Party within thirty (30) days from the date of the determination of the Mayor and/or his/her designee is due or the grievance shall be waived.

# 17. Article 28 Hours of Work and Overtime, p. 26 Section A 3, Hours of Work and Swaps

a. *Eliminate* paragraph 3, related to the incinerator sludge and staffing.

#### Section B 3, Overtime

Replace the first sentence with the following:
 Overtime will be distributed first to the employee with the lowest amount of overtime hours, so long as s/he is qualified within the following subdivisions:

	JOB CLASSIFICATION	S BY SUBDIVISION	
Maintenance Subdivision A	Maintenance Subdivision B	Laboratory	Operations
<ul><li>Assistant Mechanic</li><li>Shipper/Receiver</li><li>Equipment Repairer</li><li>SR. Equipment Repairer</li></ul>	<ul><li>SR. Instrument Repairer</li><li>Electrical</li><li>Lead Instrument Repairer</li></ul>	<ul><li>Sanitary Engineering Aide</li><li>SR. Sanitary Engineering Aide</li><li>Chemist</li></ul>	Operator     SR. Operator

B. Job Classifications do not normally crossover to other subdivisions. Rotating weekly shift schedule staffing and overtime duties take priority for overtime distribution in related subdivisions. Crossovers between subdivisions can, however, occur during rotating weekly shift assignments, duties and workdays, as determined by Management.

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#### MOA, CITY OF FITCHBURG, MA & SEIU, LOCAL 888, WWTF, cont'd:

Therefore, during Vacation, Sick Leave, and/or Holidays: within the Operations subdivision, rotating weekly shift schedule staffing practices shall adequately staff the operations of the plant 24/7, including all required crossover duties.

When an Operator's shift needs to filled, all eligible Operators shall be asked first to equalize overtime. A Senior Operator may be selected and used to fill in during an Operator's shift following the same overtime equalization for Senior Operators, provided that Operators were not available from their overtime pool to fill the shift.

a. Section A, subsection 3, eliminate paragraph and replace with the following:
 "There will be a staffing minimum of one (1) Senior Wastewater Operator and one (1) Wastewater Operator on the 6:00 AM to 2:00 PM shift and the 2:00 PM to 10:00 PM shift.

#### 18. Article 29 Vacancies, p. 29

- a. **Section b:** *Eliminate* last sentence and *replace* with: The City agrees that it will, where possible, promote from within the bargaining unit.
- b. Section c: *Eliminate* section. *Replace* with:

When a position covered by this Agreement becomes vacant and the City decided to fill such vacancy, notice of such vacancy shall be posted in a conspicuous place at both Wastewater Facility plants. The postings shall list the wage range, responsibilities and/or duties, time of day shift and the required qualifications for such position. The posting shall remain posted for ten (10) working days prior to the selection of a candidate. Interested member employees shall apply for the position within the specified time period. Preference shall be given to the most senior, qualified applicant, as determined in good faith by the City, within the bargaining unit. The City agrees that it shall, where possible, promote from within the bargaining unit.

In the event that any job description related to positions currently within the scope of the bargaining unit requires changes to be made, the City shall give the Union an opportunity to provide comments related to said changes prior to the posting of said job description.

- c. **Section d: Replace** first sentence with: The successful candidate shall be given a six (6) month provisional appointment to the new position at the applicable rate of pay.
- d. **Add** new subsection: Within the Maintenance subdivision, when an Equipment Repairer position is vacant for more than one work day, that position will be filled by the most senior eligible Assistant Mechanic from the Assistant Mechanic Grade (Currently Grade 4) to Equipment Repairer Grade (Currently Grade 8) at the Assistant Mechanic's current Step. To be eligible to fill the Equipment Repairer position as herein described, the Assistant Mechanic shall have at least 2 years of experience at the Assistant Mechanic Grade (Currently Grade 4).

E.g.: Two Assistant Mechanics are available to fill the Equipment Repairer position as herein described. One employee has 2 years of experience at the Assistant Mechanic Grade (Currently Grade 4) and the other has 3 years of experience at the Assistant Mechanic Grade; the employee with 3 years shall be selected to fill the Equipment Repairer position as described herein.

#### 19. Article 30, Reporting Pay and Call Back, p. 30

- a. Subsection 5, (b) and (c):
  - 1. *Eliminate* item (b): For personal and compensatory time: an employee is ineligible for the day, as defined in Article 32, taken off.
  - 2. **Replace** with: An employee is ineligible for overtime on a day in which the employee has utilized eight (8) or more consecutive hours.
  - 3. **Eliminate** item (c): For vacation time: an employee is ineligible from the end of the last scheduled shift prior to the start of his or her vacation time, to the start of his or her next scheduled shift following the end of his or her vacation time.

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#### MOA, CITY OF FITCHBURG, MA & SEIU, LOCAL 888, WWTF, cont'd:

4. Replace with: If the employee utilizes more than eight (8) consecutive hours as vacation time, s/he is ineligible for overtime from the end of the last scheduled shift prior to the beginning of said vacation time to the start of the employee's next scheduled shift following the end of said vacation time.

#### 20. Article 33, Longevity, p. 33

a. Replace verbiage related to current payment schedule with the following table:

Years of Service	Annual Compensation
5 through 9	\$345
10 through 14	\$689
15 through 19	\$1,035
20 through 24	\$1,378
25 through 30	\$1,723
30 and Over	\$2,067

b. Longevity payments shall be prorated on a weekly basis for those member employees who are retiring.

Anniversary Date	Percentage of Longevity Pay
July 2 <sup>nd</sup> through September 30 <sup>th</sup>	and/or Increase 75%
October 1st through December 31st	50%
January 1st through March 31st	25%
April 1st through 1 June 30th	0%

- c. The Parties agree to the following related to longevity payments:
  - 1. Employees hired on or after the effective date of this Agreement shall not be eligible to receive longevity payments.
  - 2. Current employees shall continue to receive longevity payments, as per the payment schedule and provisions established within the current CBA.
  - 3. All other items in the existing article related to longevity shall remain as stated.

#### 21. Article 34, Clothing, p. 34

Replace section 3 as follows: The clothing allowance shall be prorated for new hires or for employees on an extended leave of absence or injury leave for any absence longer in duration one (1) month or longer prior to September 30th. For purposes of this Article, the last month of the fiscal year (June) shall serve as the twelfth month. An employee on an extended leave of absence or an injury leave shall receive a prorated payment only upon the full month that s/he returns to work.

#### 22. Article 35 Wages and Performance Evaluation, p. 35 **Wage Increases**

- Effective July 1, 2017 hourly wages shall increase by 0%
- Effective July 1, 2018 hourly wages shall increase by 2%
- Effective July 1, 2019 hourly wages shall increase by 2%

Steps 1 and 2 shall be eliminated from the Wage Matrix and a new Step 10 and Step 11 have been added. The steps have been renumbered in the Wage Matrix, eliminating Steps 1 and 2, so that the former Step 3 shall become the

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#### MOA, CITY OF FITCHBURG, MA & SEIU, LOCAL 888, WWTF, cont'd:

new Step 1, the former Step 4 shall become the new Step 2, etc. All employees' current steps shall be renumbered accordingly. Employees shall receive step increases as scheduled in the current wage matrix. Wages will be retroactive to July 1, 2017, unless specifically provided for.

#### d. Subsection (b), Performance Evaluation Procedures, 36

- 1. *Eliminate* items (7) and (8).
- 2. Replace with: Employees who are promoted to a job title in a higher pay grade than their current grade shall have their pay rate adjusted to a step in the new grade by applying a one (1) step increase in their current grade (projected if the employee being promoted is at the maximum step in the current grade) and then "slotting" that value to the closest step in the new pay grade where the value is not lower.
  - This promotion process does not apply to employees at steps one through three in their current step. Employees currently in steps one through three would be promoted to step 1 in the newgrade.
  - Employees in steps four through eleven in their current grade shall in no case be promoted to a step in the new grade that is more (meaning lower on the matrix) than two (2) steps below the employee's step in the current grade (prior to the promotion)."
- 3. Add examples of promotional scenarios as listed below.
- 4. **Note:** Rates and grades used in all examples are from the FY 15 FY 17 wage matrix and current as of 06.30.2017.

#### Example No. 1:

A WW8 Equipment Repairer in step ten (10) with a current wage rate of \$26.78, on or about 07.01.2017, is promoted to WW14, Senior Equipment Repairer. The wage rate would be calculated as follows:

#### 1. <u>Step 1:</u>

Adjust wage by advancing the employee one step on the current grade, from step ten (10) to step eleven (11), which on or about 07.01.2017 would result in an hourly wage rate of \$27.58.

#### 2. <u>Step 2:</u>

This adjusted Promotion step 1 wage rate would then be slotted to the closest pay rate in the new grade which is equal to or greater than the pay rate for the advanced step in the employee's old grade. At the new grade (WW14) this would yield a wage rate of \$28.09 in Step 3 of WW14 (4.89% higher than starting Grade/Step hourly rate).

#### 3. Step 3:

Given the additional provision that a person at a Step 4 or higher Step in the current grade being advanced, would not drop to a Step in the new grade that is more than two steps below his current (pre-promotion) Step, the employee is moved to Step eight (8) of grade WW14 with a pay rate of \$33.05 effective from the first pay period of the promotion (23.41% higher than starting Grade/Step hourly rate).

#### Example No. 2:

A WW4 Assistant Mechanic in step three (3), in the pay scale rate beginning June 30, 2017, with a current pay scale of \$19.39 is promoted to WW8 Equipment Repairer. The employee's pay scale would be calculated as follows:

#### 1. <u>Step 1:</u>

- Unlike the promotion procedure for employees at Steps 4 or higher on the matrix prior to the promotion, employees at Steps 3 or lower do not follow the "add a step" and "rate slot" procedure.
- Promoted employees, at Steps 3 or lower in their current grade when promoted, are adjusted to Step 1 in the new grade.
- As a result, a WW4 Assistant Mechanic in Step three (3), when promoted to a WW8 Equipment Repairer position, would be adjusted to the Step one (1) pay rate in grade WW8 at \$20.41 (5.26% higher than starting Grade/Step hourly rate).

#### MOA, CITY OF FITCHBURG, MA & SEIU, LOCAL 888, WWTF, cont'd:

#### 23. Article 37, Replacement of Eyeglasses, p. 38

a. Subsection 6: *Replace* cost of reimbursement shall not exceed one hundred eighty-five dollars (\$185) with "shall not exceed two hundred and twenty-five dollars (\$225)."

#### 24. Article 36, Effective Date of Agreement, p. 38

a. Change the effective dates of the Agreement to July 1, 2017 through June 30, 2020.

#### 25. Article 40, Suggestions, p. 39

a. *Eliminate* sentences 2 – 3 from Article. City shall research other municipal cost savings share programs. Any mayoral decisions related to such program shall not be subject to the grievance procedure or arbitration process.

#### 26. Article 41, Maternity Leave, p. 41

a. *Eliminate* Article from CBA, new Paternal Leave has replaced same.

#### 27. Article 44, Incinerator Incentive Program, 41

- a. *Eliminate* Article from CBA.
- b. **Renumber** subsequentArticles.

#### 28. Article 45, Daily Activity Report, p. 41

- a. *Eliminate* current daily activity report, located on page 47 in current CBA.
- b. Replace with attached Appendix.

#### 29. Article 46, Prior Time off Approval, p. 41

- a. Correct the name of the Article to "Approval for Time Off."
- b. Add the following:

#### Time off Request

- a. Employee members must submit a written request to his/her supervisor twenty-four (24) hours in advance of such time in order to utilize a full day of accrued time, to include vacation, personal or compensatory time. Due to the staffing requirements of the Division, only one (1) employee in each job classification (Senior Wastewater Operator, Wastewater Operator, Equipment Repairer, Mechanic, Instrumentation and Lab Personnel) per shift shall be granted such time off. Such time off shall be approved based upon the order of receipt of such requests.
- b. All requests for time off which exceed two (2) days shall be in accordance with **Article 8, Section 2**. Due to the staffing requirements of the Division, only one (1) employee in each job classification (Senior Wastewater Operator, Wastewater Operator, Equipment Repairer, Mechanic, Instrumentation and Lab Personnel) per shift shall be granted such time off. Such time off shall be approved based upon seniority.
- c. All other time off shall be considered sick leave and shall be in accordance with Article 9.
- d. Employees covered by this Agreement seeking to "swap" a shift must submit a twenty-four (24) hour advance written request to his/her supervisor prior to arranging such a shift swap for scheduled shifts.

#### 29. NEW Article 47, Cell Phone and City Telephone Usage Policy

The City shall implement a written cell phone policy, with which all employees covered by this Agreement must comply. All current member employees, as well as future member employees, will be required to sign the acknowledgment and receipt of said policy (see attached).

The following provisions are included but not limited to in such policy:

1. Employees covered by this Agreement must comply with all Massachusetts laws related to telephone usage during work hours.

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#### MOA, CITY OF FITCHBURG, MA & SEIU, LOCAL 888, WWTF, cont'd:

- 2. Texting is prohibited at all times while operating machinery or while driving a City vehicle and/or the employee's personal vehicle if said vehicle is being used for City business during work hours.
- 3. Personal phone calls must be kept to a minimum during work hours.
- 4. Personal phone calls shall not interfere with an employee's duties or those of his/her co-workers.
- 5. All employees covered by this Agreement shall receive the Telephone Usage policy and shall be required to sign an acknowledgment of receipt and understanding of said policy.

#### 24. NEW ARTICLE 48, GLOBAL POSITIONING SYSTEM (GPS)

The city reserves the right to install and implement GPS in all appropriate and applicable vehicles utilized by employees covered by this Agreement. The City reserves the right to determine the date of such installation and implementation, however, said installation shall be no earlier than July 1, 2018. Such implementation shall begin only after installation has taken place in all applicable City/DPW vehicles. The City shall provide notice to the Union related to the date of installation and implementation prior to same.

The following are the specifics of the GPS policy, as it relates to employees and the City:

#### A. Purpose

- 1. To track employees where there is a legitimate business reason for doing so, such as to manage a fleet of vehicles efficiently or to allocate service personnel to meet the varying needs of a specific geographic region;
- 2. Provide data for planning and verifying routes (i.e., snow plowing, street sweeping, etc.);
- 3. Track vehicle/equipment location to increase efficiency for plowing, paving, etc.
- 4. Check vehicle speed, starts and stops;
- 5. Complaint resolution (damage to cars, property).

#### B. <u>Discipline</u>

It is understood that disciplinary actions against and excessive monitoring of employees is not the primary purposes of the GPS equipment but GPS information may be used to discipline employees.

Supervisors will be monitoring GPS information on an ongoing basis and that information may be used for disciplinary purposes consistent with this article. Once the GPS information is recorded and stored electronically, the City of Fitchburg/Department of Public Works agrees that it shall not systematically or without prompting review or audit previously recorded GPS information available through the system for disciplinary purposes.

Any minor infraction, such as "idling", "off-route" and "unauthorized use" that in any part is verified by the use of GPS will not count as a first offense for the purposes of progressive discipline until the employee has received at least one (1) warning. Such infraction will result in counseling of the employee by management. Repeat offenders for minor infractions will be subject to progressive discipline. In contrast, significant or major infractions may result in discipline for the first offense.

#### C. Information

Information obtained by GPS will generally be used for guidance and instructional purposes. The information contained in and derived from GPS reports shall not be disclosed to any third party, except in a disciplinary proceeding or as required by law or contract, or as may be necessary to defend an employee for any alleged misconduct.

#### **D. Evaluation**

The Parties shall meet on an ongoing basis to discuss the implementation and use of the GPS system. The Union shall further agree that the City has fulfilled any bargaining obligation it may have had regarding the implementation of GPS.

#### Appendices (in order of appearance within MOA):

- 1. Vacation Matrix
- 2. Modified/Light Duty Policy
- 3. Employee Fee Agreement/Training and Educational Fees
- 4. Senior Wastewater Operator Job Description
- 5. Daily Activity Report
- 6. Cell Phone Policy
- 7. City Telephone Usage Policy

Memorandum of Agreement City of Fitchburg, MA & SEIU/Local 888/WWTF May 22, 2018



This **Memorandum of Agreement** is subject to ratification by the Union membership and approval by the City of Fitchburg, MA, City Council. The ratified Agreement shall be subject to funding in accordance with M.G.L. c. 150E.

In witness whereof, the Parties hereto set their hands and seals on this 201 day of May, 2018.

Service Employees International Union/Local

888/Wastewater Treatment | ities:

Wastewater Treatment | ities:

Bruce Laitinen

President

Ken Meunier

Vice President

Jeffrey K. Murawski

Deput Commissioner of Wastewater

Vincent P. Pusateri, Esquire

City Solicitor, Approach AS To Commissioner

Service Employees International Union/Local

888/Wastewater Treatment | ities:

Ken Meunier

Vice President

Tim Jahlet

Secretary

David Nagle

SEIU Field Representative



Memorandum of Agreement City of Fitchburg, MA & SEIU/Local 888/WWTF May 22, 2018

June 5, 2018

### DAILY ACTIVIY REPORT

FITCHBU WASTEWAT					ATMENT FAC ACTIVITIES 1	
Sì	TE(S) NAME		DATE		EMPLOYEE N	
	DA	Y SHIFT /	SWING SHIFT	/ NIGHT SHI	IFT	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Approximate Time of Shift Employee's Activity Log Entry, and All Pertaining Information.						
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City of Fitchburg,

Orders-Finance

# NEW ARTICLE #46, CELL PHONE POLICY SEIU/LOCAL 888 WASTEWATER TREATMENT FACILITY 05.10.2018

The City hereby implements a cell phone policy, with which all employees covered by this Agreement must comply. All current member employees, as well as future member employees, will be required to sign the acknowledgment and receipt of said policy, which appears as an Appendix to this MOA.

The following provisions are included but not limited to in such policy:

- 1. Employees covered by this Agreement must comply with all Massachusetts laws related to telephone usage during work hours.
- 2. Texting is prohibited at all times while operating machinery or while driving a City vehicle and/or the employee's personal vehicle if said vehicle is being used for City business during work hours.
- 3. Personal phone calls must be kept to a minimum during work hours.
- 4. Personal phone calls shall not interfere with an employee's duties or those of his/her co-workers.
- 5. All employees covered by this Agreement shall receive the Telephone Usage policy and shall be required to sign an acknowledgment of receipt and understanding of said policy.

#### **CITY OF FITCHBURG** SEIU/LOCAL 888/WASTEWATER TREATMENT MODIFIED LIGHT/DUTY ASSIGNMENT POLICY 10.17.2017

- 1. The terms and provisions of the within modified duty policy will not alter, modify, supersede or exempt the City's statutory rights and obligations.
- 2. The City reserves the right to modify this policy at the City's sole discretion. The City will provide the Union with advance notice of any proposed modifications. The Union may request in writing to bargain over such proposed changes within 10 calendar days. Otherwise, the City may modify this policy as indicated.
- 3. Modified duty assignments are intended as temporary in nature, and are provided as alternative work assignments where an employee's physician indicates in writing that the employee is unable to return to said employee's regular position and/or normal duties due to a work-related and non-work related injury.
- 4. The treating physician's statement is required when requested by the City and therefore will be used to determine suitability for available modified duty assignments, including hours, limitations, and reasonable occupational accommodations, if necessary.
- All determinations as to suitability and availability of modified duty assignments shall be made by the Department Head or Department Head's designee. Instruction, direction and training, if necessary, will be provided to the employee by the Department Head or Department Head's designee. Hours, location, parking and the like of any modified duty assignment will be provided to the employee prior to beginning said assignment.
- 6. Employees working a modified duty assignment may be subject to disciplinary action in obvious cases of misconduct including, but not limited to the following and/or other similar inappropriate behavior:
  - failure to appear at scheduled shifts
  - frequent absences
  - insubordination
  - violence

The City retains the power to discipline employees for just cause in accordance with the parties' collective bargaining agreement.

- 7. If the employee, after a temporary period in modified duty assignment, remains unable to return to full duties in the employee's regular position, the City has the right to implement the City's statutory rights with respect to said employee.
- 8. The City will not be required to provide the Union with any medical statements or reports. The employee may provide said documents to the Union at employee's sole discretion.

#### Service Employees International Union Local 888/Wastewater Treatment Employee Fee Agreement

### **Training and Educational Fees**

For good and valuable consideration, City and the Employee as follows:	the receipt and suff	iciency which are hereby	acknowledged, the
The City agrees to assume and be departmentally approved classes requestion with the City, proved a period of two (2) years.	uired for obtaining	licenses and/or certifica	tions related to the
Should said Employee request to volu (2) years after enrolling in and/or atterthereof, has been made by the City, sand all fees related to said class. Said due at the completion of City of Fitch insufficient to cover the amount due remainder of the balance.	ending or completing he shall be respons I sum may be dedu burg employment. S	said class and such pays sible to reimburse the Cit cted from any severance Should said severance me	ment or any portion y the full sum of any monies or final pay onies or final pay be
When unusual situations arise that I	leads to departure	of the employee, the C	ommissioner of the
Department of Public Works, Division have the final decision administering to	Head and the Direct		
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Department of Public Works, Division have the final decision administering to Executed as a sealed instrument.  Employee  PRINT First, Last Name  Witness	Head and the Direct	tor of Human Resources Employee Signature	reserves the right to

MEMORANDUM OF AGREEMENT CITY OF FITCHBURG, MA & SEIU/LOCAL 888 WWTF FEBRUARY 28, 2018

# ARTICLE 8 VACATION

- 1. When employees first become employed by the City of Fitchburg, they are eligible for vacation after 6 months of employment (or at the end of their probationary period, whichever is longer) on their anniversary date based on the month in which they were hired, as listed below. This includes the assumption that the employee will work through the end of the calendar year.
- 2. Employees become eligible for the next vacation increment level on the anniversary date of the current year if the hire date falls between January and June of that year. If the hire date falls between July and December, the employee will eligible for the additional week on the January 1 of the following year in which his/her anniversary occurs.

Month of Hire	Non Exempt/Exempt
January	2 weeks in July
February	2 weeks in August
March	2 weeks in September
April	1 week in October
May	1 week in November
June	1 week in December
July	None – 2 weeks in January of following year
August	None – 2 weeks in February of following year
September	None – 2 weeks in March of following year
October	None - 2 weeks in April of following year
November	None - 2 weeks in May of following year
December	None - 2 weeks in June of following year

**3.** The maximum vacation for full time employees is as follows:

Completed Years of Service	Non Exempt (Hourly): and Exempt (Salary)
1 through 4	2 weeks
5 through 9	3 weeks
10 through 14	4 weeks
15 or more	5 weeks

- **4.** All vacation usage shall require prior approval from and shall be granted at the discretion of the appropriate supervisor, according to the needs of the applicable department. Such vacation requests shall be made in writing. Employees shall be allowed to carry over no more than five (5) days into the next calendar year. Department Heads may, with the approval of the Mayor, allow such week to be taken in some other manner if the needs of the Department permit.
- **5.** As per the Code of the City of Fitchburg, Ch. 35, §7, an employee who has been employed with the City for five (5) or more consecutive years shall be allowed, in each calendar year, to exchange up to two (2) week's pay for up to ten (10) vacation days. Employees employed for less than five (5) years shall be allowed, in each calendar year, to exchange one (1) week's pay for five (5) vacation days.
- **6.** Vacation weeks must be taken in the calendar year in which they are earned except that, an employee may carry forward one (1) week of vacation from a previous year provided, however, that s/he takes such vacation week together with no more than two (2) weeks of his/her vacation earned in the next calendar year at one time. Department Heads may, with the approval of the Mayor, allow the one carryover week to be taken in some other manner if the needs of the Department permit.
- **7.** This revised vacation matrix/schedule is effective with the execution of this Agreement and shall not be applied retroactively to any employee's current vacation leave.

MEMORANDUM OF AGREEMENT CITY OF FITCHBURG, MA & SEIU/LOCAL 888/WWTF MAY 10, 2018



# CITY OF FITCHBURG TELEPHONE USAGE POLICY



The **Telephone Usage Policy** is created to provide consistent standards and policies related to the use of City owned land line telephone systems and cellular telephones utilized by the employees of the City of Fitchburg.

#### A. <u>Permissible Use</u>

All City owned telephone systems and cellular phones should be used to conduct official City business only. As such, the use of such City owned property shall be subject to the policies set forth below. Land line telephone systems are acquired with public funds and are so acquired to enable City employees to transact the public's business in the most efficient and cost effective method possible. Cellular telephone numbers are the property of the City of Fitchburg and are not transferable, and shall be used in the same manner and with the same care and stewardship as all public resources.

All employees assigned a cell phone must adhere to and sign the "Acknowledgement of Receipt of Municipal Telephone Usage Policy" before being allocated a cellular phone.

#### B. <u>Personal Phone Calls</u>

Whether using a City owned land line or cellular phone:

- Personal telephone calls should not interfere with the employee's duties and/or productivity, as well as that of co-workers:
- Phone calls of a personal nature should be limited in frequency and duration to the greatest extent possible during hours of employment, including both incoming and outgoing calls.

#### C. Long Distance Phone Calls

Whether using a City owned land line or cellular phone:

- Long distance calls, including international calls, made for official City business, should be approved by a supervisor prior to making the call;
- Long distance calls of a personal nature, using a City owned phone, should be made under very limited circumstances. Such calls must be approved by a supervisor prior to making the call.

#### D. <u>Employee Responsibilities</u>

This telephone usage policy applies to the safe and appropriate use of City owned land line telephone systems and cellular telephones owned by the City and/or the employee. All employees are required to adhere to this telephone usage policy as follows:

- Employees receiving cellular telephones are required to sign and acknowledge that they have received the equipment and understand the usage policies;
- All employees will follow the laws of the Commonwealth as it relates to the use of cellular devices while driving;
- The use of cellular telephones should never interfere with an employee's attention to duty, and should never be used when engaged in safety-sensitive functions which require the employee's full attention;
- Sending photographs or text messages is prohibited while using a City owned cell phone, unless it can be clearly linked to the conduct of official City business;
- Confidential business should not be discussed on a cellular phone in a public place where the business could be overheard;

#### City of Fitchburg/Telephone Usage Policy, Employee Responsibilities, continued:

- Employees should limit the use of personally owned cellular telephones and telephone calls;
- Employees are responsible for charging/recharging the equipment;
- Service and maintenance issues, including the need for new batteries, must be reported to the employee's Department Head and/or designee;
- If any official City business is conducted on an employee's personal cell phone, reimbursement, as applicable and appropriate, shall be made to such employee after receipt of approval from the Department Head. Receipts and an expense report must be submitted in order for the employee to be reimbursed for such expense(s);
- Regardless of the nature of the phone call made on a City owned cell phone (business or incidental personal purpose), all employees shall not initiate a telephone call while driving a motor vehicle or operating equipment;
- Employees who receive a phone call while driving a motor vehicle or operating equipment are required to stop the vehicle and/or equipment in a safe location so that communication is held while the vehicle is stopped;
- "Hands-free" technology is acceptable, provided it does not interfere with the safe operation of the vehicle;
- This section does not apply to employees who are passengers in a motor vehicle;
- Public safety (Police and Fire) employee use of City owned cellular telephones while driving a motor vehicle shall be governed by departmental policy.

#### E. <u>Management Responsibilities</u>

Department heads and/or their designees are responsible to ensure all employees are aware of, acknowledge and sign the telephone usage policy, as well as the following responsibilities:

- Ensure employee compliance with the policy;
- Address inappropriate use, abuse or failure to adhere to established policies. Inappropriate use of cellular phones shall be reported to the respective department head and/or designee;
- Employees found to be in violation of this policy shall be subject to \*disciplinary procedures, as may be deemed appropriate by the department head and/or designee;
- Review telephone bills of department and/or division cell phones for irregular calls or unusual usage;
- Collect reimbursements from employees for personal calls;
- Distribute reimbursements to employees for business calls made on personally owned equipment;
- Review and evaluate requests for telephone services and equipment such as cellular phones.

\*This policy is applicable to all employees of the City of Fitchburg. For those employees covered by a Collective Bargaining Unit (CBA), the provisions of the CBA which are subject to negotiation shall prevail over the language in this policy (i.e. discipline). Any changes made to this policy which are subject to Collective Bargaining shall be sent to the appropriate Collective Bargaining Unit prior to implementation.

City of Fitchburg/Telephone Usage Policy/03.2018



#### **City of Fitchburg Acknowledgment of Receipt of Municipal Telephone Usage Policy**

Name:	Department:
ob Title:	
Cell Phone #:	Serial #:
1ake:	Model:
acknowledge receipt of ceny job.	Il phone(s) owned by the City of Fitchburg to be used in the course of performing
olicy and that this signature sheet will nderstand that I will be held responsib which are found to violate the terms of evice is a matter of public record and i	I have received and reviewed a copy of the City of Fitchburg Telephone Usage be placed in my personnel file in the Human Resources Department. I le for complying with the provisions of this policy and understand that any action this policy may result in disciplinary action*. I understand that the use of such may be reviewed on a monthly basis by others outside of my department.  Telephone Usage Policy provided to me with the device. I fully understand the bide by them.
hone issued to:	Date:
hone issued by:	Date:
e provisions of the CBA, which are subject this policy that apply to sections that are	f the City of Fitchburg. For those employees covered by Collective Bargaining Agreements, to negotiation prevail over the language in this policy (i.e. discipline). Any changes made subject to collective bargaining, will be sent to the appropriate union prior to
e provisions of the CBA, which are subject	to negotiation prevail over the language in this policy (i.e. discipline). Any changes made
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e provisions of the CBA, which are subject this policy that apply to sections that are uplementation.	to negotiation prevail over the language in this policy (i.e. discipline). Any changes made subject to collective bargaining, will be sent to the appropriate union prior to  Date:

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168-18.	ORDERED THAT: There be and hereb	
	sum of SIXTY THOUSAND, FIVE HUNDR	ED FORTY-FOUR DOLLARS
	(\$60,544.00), same to be charged a	-
	and credited to accounts as follow	vs:
~	BUILDING-Personal Services	\$25,948.00
·	POLICE-Personal Services	\$ 618.00
	HEALTH-Personal Services	
	COUNCIL ON AGING-Personal Services	\$ 566.00
•	LIBRARY-Personal Services	\$ 566.00
•	EMPLOYEE BENEFITES-Other Benefits	s 522 00



# The City of Fitchburg Massachusetts OFFICE OF THE MAYOR

# STEPHEN L. DINATALE MAYOR

166 BOULDER DRIVE FITCHBURG, MA 01420 TEL. (978) 829-1801 AARON TOURIGNY

CHIEF OF STAFF
ATOURIGNY@FITCHBURGMA.GOV

JOAN DAVID
ADMINISTRATIVE AIDE

JDAVID@FITCHBURGMA.GOV

May 31, 2018

Calvin D. Brooks City Auditor 166 Boulder Drive Fitchburg, MA 01420

Dear Mr. Brooks:

Kindly draw a council order for the City of Fitchburg to appropriate the sum of \$60,544.00 from Available Funds and credited to the following departments:

•	Building, Personal Services	\$25,948.00
•	Police, Personal Services	618.00
•	Health, Personal Services	32,324.00
•	Council on Aging, Personal Services	566.00
•	Library, Personal Services	566.00
•	Employee Benefits, Other Benefits	522.00

The purpose of this order is to fund a new three year contract with Local 888, Service Employees International Union (SEIU), representing the inspectors group, which covers the period July 1, 2017 to June 30, 2020.

Thank you.

Regards,

Stephen L. DiNatale, Mayor

#### City of Fitchburg



#### Department of **Human Resources**

May 30, 2018

Honorable Mayor Stephen D. DiNatale **Municipal Offices** 166 Boulder Drive, Ste. 108 Fitchburg, MA 01420

#### Dear Mayor DiNatale:

Kindly be advised that negotiations, for fiscal years 2018 - 2020, with the Service Employees International Union (SEIU), Local 888 representing the Inspectors group have concluded.

I have attached the signed Memorandum of Agreement and all related documents pertaining to this CBA.

As a result of these successful negotiations, I am requesting an appropriation from available funds in the amount of Sixty Thousand Five-Hundred Forty-four Dollars (\$60,544). This amount represents the first year of the Collective Bargaining Agreement and associated retroactive wages.

Please contact me should you have any questions related to this matter.

Susan A. Davis

**Director of Human Resources** 

Cc: Calvin Brooks, City Auditor Enc: Memorandum of Agreement Sick Bank Leave Policy Modified/Light Duty Policy Vacation Matrix Worker's Compensation Family Medical Leave Act (FMLA) **Employee Training Conditional Waiver** 

License/Certification Stipend Matrix Senior Local Building Inspector Job Description

FITCHBURG

**City Hall Offices** 

166 Boulder Drive, Ste. 108 Fitchburg, MA 01420 P. 978.829.1800

www.fitchburgma.gov

Monday - Friday 8:30 AM - 4:30 PM

Susan A. Davis **Director** 

P. 978.829.1809

F. 978.829.1966

sdavis@fitchburgma.gov Steffani J. Santiago

> **Human Resources Assistant II** P. 978.829.1808

F. 978.829.1966 ssantiago@fitchburgma.gov



### **MEMORANDUM OF AGREEMENT**

#### Between the

#### CITY OF FITCHBURG, MA

And the

**Service Employees International Union** Local 888/Inspectors May 14, 2018



The City of Fitchburg (the "City") and the Service Employees International Union, Local 888, Inspectors, (the "Union"), collectively referred to as the "Parties", have concluded negotiations over changes to the terms for the successor Collective Bargaining Agreement ("CBA") between the Parties covering the period of fiscal years July 1, 2017 through June 30, 2020. Further, the Parties agree to extend their 2015 – 2017 CBA from July 1, 2017 through June 30, 2020, in all respects, except as modified by this Memorandum of Agreement. All changes shall become effective as of the date of the signing of this Agreement, except as specifically provided for herein. The Parties agree to the following modifications:

#### 1. Collective Bargaining Agreement Document

The following changes shall be made to the Collective Bargaining Agreement document:

- a. Correction of all grammatical and typographical errors;
- Reformat document;
- c. Replace all Roman numerals with Arabic numbers;
- d. Change dates for Fiscal Years July 1, 2017 June 30, 2020;
- e. Remove Article V/Civil Service from Table of Contents.
- f. A preliminary revised document shall be submitted to the Union for review and approval prior to signing.

#### 2. Article 2, Agency Service Fee, p. 6

a. Change address for SEIU Comptroller from 52 Roland Street, Suite 101, Charlestown, MA 02129 to 25 Braintree Hill Office Park, Suite 306, Braintree, MA 02184.

#### 3. Article 4, Seniority, p. 7

a. Remove all references to "Civil Service." (Civil Service removed from Local 888/Inspectors CBA by mutual agreement of Parties in a prior negotiation cycle)

#### 4. Article 5, Civil Service, p. 8

- a. Eliminate Paragraph 3, regarding Civil Service. Move remaining paragraphs 1, 2 and 4 to Article 4/Seniority.
- b. Eliminate this Article 5 from CBA.
- c. Renumber all CBA Articles accordingly.

#### 5. Article 6, Injured Employees, p. 8

a. Eliminate sentence 2: The un-worked time may be under the Sick Leave Article.

#### 6. Article 7, Holidays, p. 9

- a. *Eliminate* "An employee required to work on a holiday shall receive, in addition to the regular holiday pay, an amount equal to one and one-half times his/her regular rate for all hours worked, but in no case shall be less than an amount equal to four times his/her basic hourly rate.
- b. Replace with "All employees covered by this Agreement who work on any of the holidays set forth above shall be paid at a rate of one and one-half (1 1/2) times his/her regular base hourly rate for all hours worked, at a minimum of four (4) hours, in addition to the regular holiday pay."

#### MOA/CITY OF FITCHBURG & SEIU/LOCAL 888, Inspectors, continued:

#### 7. Article 8, Vacations, p. 10

- a. *Eliminate* all paragraphs in current Article:
- "Each employee, regularly employed by the City, Shall be granted a vacation of not less than two (2) weeks (ten work days) without loss of pay in each calendar year if he/she has actually worked for the City for thirty weeks in the aggregate during the twelve months preceding the first day of June in such year.
- Each full-time employee continuously employed by the City for five (5) years through nine (9) years shall be granted an annual vacation of not less than three weeks (15 working days) without loss of pay.
- Each full-time employee continuously employed by the City for ten (10) or more years, shall be granted an annual vacation of not less than four weeks (20 working days) without loss of pay.
- Each full-time employee continuously employed by the City for fifteen years or more, shall be granted an annual vacation of not less than five weeks (25 working days) without loss of pay.
- Vacations must be taken in the calendar year which they are earned except that, an employee may carry forward
  one week of his/her vacation from a previous calendar year to the next calendar year provided, however, that
  he/she takes such vacation week together with no more than two weeks of his/her vacation earned in the next
  calendar year at one time. Department heads may, with the approval of the Mayor, allow one week carried forward
  to be taken in some other manner if the needs of the Department permit.
- Effective July 1, 2004, any employee covered by this agreement may elect to sell back (exchange) two (2) weeks ten (10) days of vacation time per calendar year at his/her current rate of base pay, providing the employee has three weeks of vacation on January 1, of the calendar year in which he/she wishes to sell back (exchange) aforementioned weeks and provided that the employee has worked for the City for five (5) years."
- b. Replace with new vacation matrix (see attached).

#### 8. Article 9, Sick Leave Personal Days, p. 12

- a. *Change* title of Article to Sick Leave.
- b. *Eliminate* Paragraphs 1 3 in current CBA:
  - "Employees who do not use sick leave shall be granted one (1) day of personal time for each calendar month said employee does not use sick time. Such personal time shall be cumulative to eight (8) days.
  - New fulltime employees hired after July 1, 2011 shall be granted sick leave personal days consistent with the Fitchburg City Code Chapter 35, Sections 9, and Paragraph D, numbers 1, 2, and 3.
  - Any employee who does not use sick leave for twelve (12) consecutive calendar months shall be entitled, at the
    end of the twelfth consecutive month, either one (1) weeks' pay, five (5 days) in place of five personal days at
    his/her regular rate plus two (2) additional personal days, or the total of his/her accumulated personal time. An
    employee electing to receive the weeks' pay shall not accumulate personal time as aforesaid. No request for half
    (1/2) day payments will be honored."
    - b. *Replace* with the following:

#### Section 9.1 Accrual, Carryover and Usage

- 1. Fulltime employees hired **prior to July 1, 2011**, who do not use sick leave, shall be granted one (1) day of personal time for each calendar month said employee does not use sick leave.
- 2. Full time employees hired on or after July 1, 2011, who do not use sick leave, shall be granted a one-half (1/2) day of personal time for each calendar month said employee does not use sick leave.
- 3. Such personal time shall be cumulative to eight (8) days.
- Up to five (5) personal days may be carried over to the next calendar year.
- 5. Personal Leave must be used in full day increments only.
- 6. Accrual is considered to be earned monthly on the day (1-31) on which the employee was hired, provided the employee has not utilized sick leave within earning period (1, 6 or 12 months), as applicable.

#### MOA/CITY OF FITCHBURG & SEIU/LOCAL 888, Inspectors, continued:

#### Section 9.2 **Buyback/Exchange**

#### <u>9.2.1</u> **Employees Hired Before July 1, 2011**

Employees who do not use sick leave for a period of twelve (12) consecutive months shall have the option of receiving five (5) days' pay, at his/her regular rate, in exchange for five (5) of his/her accrued personal days, plus two (2) additional personal days or the total of his/her accrued personal time. For example:

#### a. <u>Scenario 1</u>

Employee A does not use sick leave for twelve (12) consecutive months. At the end of the twelfth (12th) month, the employee "buys back" five (5) days (equivalent to one (1) weeks' pay). S/he shall receive two (2) "bonus" personal

#### b. Scenario 2

Employee B does not use sick leave for twelve (12) consecutive months. At the end of the twelfth (12th), the employee "buys back" all of his/her sick leave personal days accrued within the preceding twelve (12) months. The employee shall not receive two (2) "bonus" days.

#### **Employees Hired On or After July 1, 2011**

Employees who do not use sick leave for a period of twelve (12) consecutive months shall at the end of the twelfth (12th) month become eligible to receive five (5) days' pay, at his/her regular rate, in exchange for five (5) of his/her accrued personal days.

#### <u>9.2.3</u> Other Buyback/Exchange Provisions

- 1. Employees who do not use sick leave for six consecutive calendar months shall earn one (1) additional or "bonus" personal day at the end of the sixth  $(6^{th})$  consecutive month.
  - 2. Employees who have accrued a minimum of six (6) personal days may "buy back" or exchange up to five (5) personal leave days for up to five (5) days of the employee's regular weekly pay. Regular weekly pay excludes overtime, education incentive awards, clothing allowance, stipends and/or other benefits.
  - 3. Employees donating to the Union's Sick Leave Bank shall not lose any Personal Leave days or "bonus" days when donating to the Bank.
  - 4. Personal time must be exchanged in full day increments only.

#### c. Sick Leave Bank, p. 13

- 1. Eliminate all language in current CBA related to the sick leave bank.
- 2. Replace with the attached revised sick bank Article.

#### 9. Article 11, Worker's Compensation, p. 16

a. *Eliminate* from current CBA:

"Any employee when disabled by an accident or injury arising out of his/her employment is entitled to file for benefits under Worker's Compensation. Any injury must be reported forthwith to the supervisor. The report or injury shall be completed in triplicate, one copy shall be retained in the employee's personnel file and two copies forwarded to the Worker's Compensation Agent for the City of Fitchburg as soon as possible."

- b. Replace with attached.
- c. Worker's Compensation shall run concurrently with the Family Medical Leave Act (FMLA).

#### 10. Article 13, Military Leave, p. 16

- a. **Eliminate** paragraphs 1-4 in current CBA.
- b. Replace with: The City will comply with all local, state and federal laws relative to Military Leave taken by employees covered under this Agreement.

#### 11. Article 14, Special Leave, p. 17

a. Remove all references to Civil Service.

#### 12. Article 16, Health and Welfare, p. 18

a. Replace \$10,000 with \$15,000 in Life Insurance.

#### MOA/CITY OF FITCHBURG & SEIU/LOCAL 888, Inspectors, continued:

#### 13. Article 21, Promotional Training, p. 20

- a. *Eliminate* "Only BOH employees are eligible for this "professional growth incentive."
- b. *Eliminate* Paragraphs 3 5.
- a. Replace with the following:
- 1. The City shall reimburse SEIU members covered by this Agreement for registration fees, tuition and books for successfully completed educational courses. This benefit is subject to advance written approval of/by the Department Head and Mayor, with notification and a copy of the certificate and/or license to the Director of Human Resources. This approval, or lack thereof, is not subject to the grievance or arbitration process. Reimbursement is subject to the member receiving a grade of C+ or higher in the course. In the event of a pass/fail course, a Pass must be obtained. Vehicle mileage to and from the course and meals are not included.
- 2. Should the employee become separated from the City within two (2) years of receiving said reimbursement, the employee shall refund this payment to the City. (See attached for Training Conditional Waiver Form).
- 3. Subject to the appropriate documentation to be provided by the employee, an educational incentive, shall be paid to said employee in accordance with the following stipulations:
  - a. A stipend shall be paid only once per achievement, licensure or certification during course of employment with the City of Fitchburg and shall be paid only to the highest level license held by the employee.
  - b. A stipend shall be paid only if the license, certification, etc. is acquired during the course of employment with the City of Fitchburg. Stipends shall not be paid to employees for licenses, certifications, etc. held at time of hire.
  - c. The City shall reimburse employees for the renewal costs of said licenses and certifications, as required for renewal purposes. (See attached for License/Certification Stipend Matrix)

#### 14. Article 25, Hours of Work, p. 24

a. *Replace* current paragraph C with the following: The Department Head shall determine the technology or medium of logging and tracking work hours.

#### 15. Article 26, Vacancies/p. 25

- a. *Eliminate:* "Vacancies shall be governed by Civil Service Rules and Regulations."
- b. **Add:** The Mayor and the Director of Human Resources, within the scope and provisions set forth in this Agreement, shall set all salaries and pay grades relative to new employees and positions" as the first sentence in the Article.
- c. The City reserves the right to hire new employees at a grade or classification equal to or no higher than that of the longest tenured and/or highest credentialed current employee. Provided said employee holds the same position, qualifications and experience, or combination thereof as required by the job description as that of the new hire, the current employee's grade and step shall be increased to that of the new hire employee. The final determination of the new hire's compensation and any grade/step adjustment to a current employee's compensation shall be at the discretion of the Mayor and the Director of Human Resources.

#### 16. Article 27, Wages & Performance Evaluation, p. 25

- a. Wage Adjustments:
  - Effective 07.01.17 1%
  - Effective 07.01.17 1%
     Effective 07.01.18 2%
  - Effective 07.01.19 2%

#### MOA/CITY OF FITCHBURG & SEIU/LOCAL 888, Inspectors, continued:

- b. Eliminate Paragraphs 2 and 3.
- c. Eliminate the current wage rate chart and replace with revised wage matrix.
- e. Parties agree on COLA's of 1%, 2%, 2%, respectively for FY18 FY20.
- f. The Parties further agree that each step on the revised matrix shall be two (2) years in duration. All one (1) year steps have been eliminated.
- g. Steps 1 and 2 shall be eliminated from the Wage Matrix and a new Steps 9 and 10 shall be added. The steps have been renumbered in the Wage Matrix, eliminating Steps 1 and 2, so that the former Step 3 shall become the new Step 1, the former Step 4 shall become the new Step 2 and so forth. All employees' current steps shall be renumbered accordingly. Employees shall receive step increases as scheduled in the current wage matrix. Wages will be retroactive to July 1, 2017, unless specifically provided for.

#### 17. Article 29, Effective Date of Agreement, p. 29

a. *Change* dates to July 1, 2017 and June 30, 2020.

#### 18. Article 31, Funeral Leave, p. 30

a. *Eliminate* "funeral" and replace with "bereavement."

#### 19. Article 32, Mileage, p. 31

- a. *Eliminate* paragraphs one thorough three in the current CBA.
- b. *Replace* with: Effective July 1, 2017, the City of Fitchburg shall pay a flat rate of Sixty-Five dollars (\$65.00) per week to an employee covered by this agreement for the employee use of a privately owned motor vehicle to perform inspection work on behalf of the city. Lump-sum payments shall be paid in the first pay period in June and December of each year. Any employee who uses his/her personal vehicle must log miles driven during the course of inspectional work. Such miles shall be recorded on a weekly basis and said mileage report/log must be submitted the City Auditor once per calendar year or at the Auditor's request.

If an employee covered by this agreement is assigned to go outside the City of Fitchburg limits on City business in a privately owned vehicle, s/he will be paid at the mileage rate established by the IRS for Federal Income Tax purposes. Miles driven outside the City limits on business shall not be logged in the aforementioned annual mileage report.

Assignment and use of City-owned vehicles is at the sole discretion of the Mayor. Employees who use City vehicles are not permitted to use said vehicles for travel between their residence and work.

All member employees who drive a City vehicle shall be subject to random drug testing per the City's drug testing policy.

#### c. New Section 32.2, Global Positioning System (GPS)

The City reserves the right to install and implement global positioning systems in City departmental vehicles.

#### **GPS Policy**

#### A. <u>Purpose</u>

To track employees where there is a legitimate business reason for doing so, such as to manage a fleet of vehicles efficiently or to allocate service personnel to meet the varying needs of a specific geographic region.

#### B. <u>Discipline</u>

It is understood that disciplinary actions against and excessive monitoring of employees is not the primary purposes of the GPS equipment but GPS information may be used to discipline employees.

Supervisors will be monitoring GPS information on an ongoing basis and that information may be used for disciplinary purposes consistent with this article. Once the GPS information is recorded and stored electronically,

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#### MOA/CITY OF FITCHBURG/LOCAL 888, Inspectors, continued:

the City of Fitchburg agrees that it shall not systematically or without prompting review or audit previously recorded GPS information available through the system for disciplinary purposes.

Any minor infraction, such as "idling, "off-route" and "unauthorized use" that in any part is verified by the use of GPS will not count as a first offense for the purposes of progressive discipline until the employee has received at least one warning.

Such infraction will result in counseling of the employee by management. Repeat offenders for minor infractions will be subject to progressive discipline. In contrast, significant or major infractions may result in discipline for the first offense.

#### C. Information

The Parties agree that information obtained by GPS will generally be used for guidance and instructional purposes. It is agreed that the information contained in and derived from and GPS reports shall not be disclosed to any third party, except in a disciplinary proceeding or as required by law or contract, or as may be necessary to defend an employee for any alleged misconduct.

#### 20. Article 33, Clothing Allowance, p. 31

- a. Add the following to the last sentence in Article: "as well as new employees."
- b. The clothing allowance shall increase from \$600 to \$750 for the positions of Custodians and the Scale Master only, effective 07.01.2017.

#### 21. Article 35, Reclassification, p. 32

- a. Parties agree to elimination of Article.
- b. CBA Articles to be renumbered accordingly.

#### 22. Article 36, Longevity, p. 32

- a. All current employees covered by this Agreement shall continue to be paid on an annual basis, prior to June 30<sup>th</sup> of each year, as stipulated by the longevity schedule in the current CBA. Such employees shall be paid such longevity payments only throughout the term of their employment and at the time of their retirement from the City of Fitchburg.
- b. Longevity shall not be paid to any new hire employee until the completion of his/her fifteenth (15<sup>th</sup>) consecutive year of service. Such change shall be effective with the signing of this Agreement.

#### 23. Article 37, Americans with Disabilities Act, p. 33

a. **ELIMINATE** from current CBA:

"As of July 1992, all provisions of this Agreement must conform to the requirements of the Americans with Disabilities Act. The Parties have attempted to assure that no part of this Agreement will result in unlawful discrimination. In keeping with the recommendation of the Report on the House Committee on Education and Labor (Report No. 101-485), the employer shall take all action necessary to comply with the Act, notwithstanding any discriminatory past practice or provision of this Agreement not in compliance with the Act, which, if maintained or enforced, could subject both the City and the Union to the penalty provisions of the ADA."

b. **REPLACE** with:

"The City shall comply with all local, state and federal laws related to the Americans with Disabilities Act."

#### 24. Article 38, Extremes of Weather, p. 33

- a. ELIMINATE from current CBA: Recognizing the importance of protecting the health and safety of its employees. The City will schedule or modify work during extremes of weather so that the health and safety of its employees will not be endangered.
- b. **REPLACE** with the following:

The City recognizes the importance of protecting the health and safety of its employees. As such, the City will schedule or modify work during extremes of weather so that the health and safety of its employees will not be endangered.

#### MOA/CITY OF FITCHBURG/LOCAL 888, Inspectors, continued:

If the Mayor declares a snow day or if the Governor declares a State of Emergency which applies to the City of Fitchburg so that employees are not otherwise required to report to work, employees shall not be required to report to work or shall be dismissed early if City offices are closed early. Department Heads may require attendance if the needs of the department so require.

#### 25. Article 39, Safety Committee, p. 33

a. *Change* the frequency of safety committee meetings from "regularly" to twice per year.

#### 26. Article 40, Summer Employees, p. 34

- a. Change name of Article to Temporary/Seasonal Employees.
- b. *Eliminate* current CBA verbiage: Nothing in these agreements shall prevent, restrict or limit the City in the continuance of its present practices relative to the hiring and employment of temporary summer employees.
- c. **Replace** with: Nothing in this Agreement shall prevent, restrict or limit the City in the continuance of its present practices relative to the hiring and employment of Temporary and/or Seasonal employees. Such positions, with the same terms and conditions, shall be offered first to employees covered by this Agreement that have been laid off within the previous twelve (12) months, provided that such compensation shall not adversely affect either the employee or the City in matters related to any benefits the employee may receive as a result of being laid off.

All Temporary and/or Seasonal employees shall be given a start and end date related to the position for which they are hired. The time period between such dates must be less than twenty (20) weeks. All overtime, scheduled, emergency or other applicable work hours shall be offered first to permanent, qualified and properly licensed employees covered by this Agreement and second to any Temporary and/or Seasonal employees. The Union shall be notified, in writing, of the names, start and end dates and terms of all Temporary and/or Seasonal employees hired for positions normally covered by this Agreement.

#### 27. Article 47, Loss of License, p. 37

a. Remove all references to Civil Service.

#### 28. New Article 48, Court Appearance Stipend

Any such time that an employee covered by this Agreement is required to attend a court appearance on behalf of the City of Fitchburg, without the presence of the City Solicitor and/or Assistant City Solicitor and/or his/her designee, the employee shall be compensated at a rate equal to one and one-half  $(1\frac{1}{2})$  his/her regular rate of pay for the time in said court appearance.

#### 29. New Article 49, Family Medical Leave Act (FMLA)

a. Create new article for FMLA as follows:

The City agrees to fully cooperate and comply with all local, state and federal laws related to the Family Medical Leave Act. (FMLA)

#### 30. New Article 50/Modified and/or Light Duty Policy

a. Add new Modified and/or Light Duty policy to CBA. (See attached)

#### 26. New Article 51/Parental Leave Act

#### **Definition**

The Parental Leave Act expands the current maternity leave law, pursuant to M.G.L. c. 149, §105D. This gender neutral law provides up to eight (8) weeks of unpaid leave for the purpose of giving birth or for the placement of a child under the

MOA/CITY OF FITCHBURG & SEIU/LOCAL 888/INSPECTORS 03.07.2018

#### MOA/CITY OF FITCHBURG/LOCAL 888, Inspectors, continued:

age of eighteen (18) or age twenty-three (23) if the child is mentally or physically disabled, for adoption. Both men and women are entitled to Parental Leave, provided the following:

- Such Leave shall apply to employees, classified as full time and benefited only and who have completed at least three (3) months of her/his required probationary period.
- Such Leave shall be unpaid, unless the employee chooses to use accrued personal, sick or vacation leave.
- Said employee must provide a two (2) week notice of departure seeking such Parental Leave and the employee's intention to return or as soon as is practicable if a delay is due to reasons beyond the employee's control.
- Should two (2) employees of the City give birth to or adopt the same child, the two (2) employees are entitled to an aggregate of with (8) weeks' leave.
- Parental Leave shall run concurrently with the Family Medical Leave Act (FMLA).
- The City shall comply with all local, state and federal laws related to the Parental Leave Act.

#### Appendices:

- 1. Sick Bank Leave Policy
- Modified/Light Duty Policy
- 3. Vacation Matrix
- 4. Worker's Compensation
- 5. Family Medical Leave Act (FMLA)
- 6. Employee Training Conditional Waiver
- License/Certification Stipend Matrix
- 8. Senior Local Building Inspector Job Description



This **Memorandum of Agreement** is subject to ratification by the Union membership and approval by the City of Fitchburg, MA, City Council. The ratified Agreement shall be subject to funding in accordance with M.G.L. c. 150E.

In witness whereof, the Parties hereto set their hands and seals on this the day of May, 2018.

**City of Fitchburg:** 

Mayor Stephen L. DiNatale

Susan A. Davis
Director of Human Resources

Mark A. Barbadoro Building Commissioner

Stephen D. Curry Director, Board of Health

Vincent P. Pusateri II, Esquire
City Solicitor, Appared as to form

Service Employees International Union/Local 888/Inspectors:

- Ju ou

Jean François Leblanc President

Jason E. Dulmaine

Vice Chair

De Imorrale

John Morreale Secretary

David Nagle

SEIU Field Representative



# City/Local 888 SEIU/Inspectors Sick Bank Policy 05.21.2018

#### **Sick Leave Bank Policy**

The purpose of the SEIU Local 888 Sick Bank Policy is to provide additional paid leave for current member employees who have exhausted their accrued sick, personal and vacation leave benefits as the result of a catastrophic illness or injury. The bank serves as a depository into which participating employees may voluntarily contribute leave (sick days) for allocation to other participating employees. The purpose of the bank is not to provide unlimited paid sick leave for any medical reason but to alleviate the hardship caused when employees lose compensation as the result of a catastrophic illness or injury.

#### **Establishment of the Bank**

The Bank was established in 2001, through the voluntary contribution of two sick days by eligible employees (as defined below) during an initial enrollment period. The contribution by any eligible employee of two (2) sick days establishes membership in the Bank and eligibility to apply for withdrawal from the Bank.

In order to remain a member in good standing, current bank members must continue to make a voluntary annual contribution of two sick days. Should the Bank reach a balance of 75 or fewer days, a special contribution period may be opened to bring the bank up to the seventy-five (75) day reserve. Days remaining in the Bank at the end of the fiscal year, shall be carried over to the next fiscal year.

#### Membership Eligibility, Obligations and Limitations

- 1) Membership in the Sick Bank is available to all Local 888 SEIU employees who have sick leave balances. For individuals on less than 100% appointment, one day is pro-rated on the basis of the percentage appointment.
- 2) Membership eligibility for participation in the Bank within a fiscal year begins upon the employee's original donation of two sick days. Enrollment in the bank shall continue, provided an additional two sick days are donated each subsequent fiscal year.
- 3) Eligibility is discontinued upon termination of employment, retirement, death, or failure to donate the required two (2) days in any subsequent fiscal year.
- 4) Membership continues from year to year with the aforementioned annual sick leave donation until/unless the member submits a revocation form to discontinue membership. Member employees may discontinue participation in the Sick Bank by submitting a written request to their Union representative and to the Director of Human Resources.
- 5) Members waive all claims to sick leave voluntarily donated days to the Bank, including any monetary or retirement-related value the days may hold. No payment of benefits shall be made to survivors.
- 6) The Sick Bank is available to those employees who have completely exhausted all sick, personal and vacation leave and who are not receiving Workers' Compensation or disability benefits.

#### **Donations to the Bank**

- 1) Employees will be given an annual opportunity to donate to the Bank. Employees will be asked by December 1<sup>st</sup> of each year if they want to donate to the bank for the following calendar year. Employees must return their donation form by December 31<sup>st</sup>.
- 2) Donors must have a minimum balance of twenty (20) sick days after making a donation.
- 3) Any employee who wishes to donate one or two sick days must sign a statement indicating the participation is voluntary. Donation forms will be submitted to Human Resources and the SEIU Local 888 Vice Chairman.
- 4) Employees may not designate a particular individual to receive their donated leave.
- 5) When an employee resigns or retires any days in excess of those sold back to the City, where applicable, shall be donated to the Sick Leave Bank, provided the employee was a registered member of the Sick Bank at the time of his/her resignation or retirement. Said employee must provide written authorization of his/her request to donate any unused Sick Leave to the Sick Bank. The Union shall provide such documentary evidence of employee's membership and written authorization in the Bank to the Director of Human Resources.

#### Sick leave Bank Policy Proposal, SEIU, Local 888, Inspectors, continued:

#### **Administration of the Bank**

- The Bank will be administered by a Committee comprised of at least one representative from Human Resources, one SEIU Local 888 representative, and the employee's supervisor.
- 2) The Union shall be responsible for convening the Committee, coordinating the annual donation period, processing requests, and maintaining appropriate related records.
- 3) The Union shall provide an annual accounting of individuals in the Sick Leave Bank and the number of days available to Human Resources by January 31<sup>st</sup> of each year. The accounting shall also include copies of all new and current member employees and any documentation regarding Sick Bank Leave usage for the previous year.
- A) Requests for use of the Sick Bank will be reviewed by the Committee. The Committee will prepare written notification to the requesting member approving or denying the application for paid sick leave. The Union shall ensure that the appropriate forms and /or documentation are submitted to the Payroll Department if the request is approved.
- 5) The Committee may not grant paid sick leave days to members when the Bank does not have available days.
- 6) The application shall be denied if it is incomplete, lacks supporting statements from a licensed health care provider, or if the member fails to provide any requested documentation. If denied, an application may be resubmitted.

#### Withdrawals from the Bank

- A member or his/her designee must complete an application for Sick Bank Leave and submit it to Local 888, accompanied by a written statement from Human Resources, confirming the need for said request.
- 2) Applications for benefits may be made prior to the employee's exhaustion of his/her own accrued sick time, personal, and vacation time to expedite the process. Drawing on the Sick Bank will not actually commence until after the employee's sick leave personal and vacation days are exhausted. Request for withdrawals must be made by the member or designated representative from Local 888 no later than five working days after all sick, personal and vacation time has been exhausted.
- 3) The committee will render a written decision to the employee within five working days after receipt of request.
- 4) The amount of sick leave granted for each request will be determined by the Committee but cannot exceed onethird of the balance in the Bank or a maximum of thirty consecutive days. A new request may be made at the end of the thirty days.
- 5) Sick leave may be used only during the term of an employee's period of appointment.
- 6) Any leave granted may be used only for the purpose requested on the application. Any unused portion will be returned to the Bank.
- 7) Leave may be used for the personal illness or injury of the employee or to care for a parent, spouse, domestic partner, or child with a serious health condition. The employee must have filed paperwork for and received approval of an FMLA Leave to receive such time from the Bank.
- 8) Bank benefits are not available for leave taken prior to eligibility for participation in the Bank.

#### **Appeal Procedure**

In the event that an employee is denied membership into the Bank or a member is denied benefits from the Bank, s/he may submit a written appeal to the Committee within ten working days of receiving the denial. A written response shall be issued within ten working days from date of the appeal. Decisions of the Sick Leave Bank Committee shall not be subject to the grievance process.

## CITY of FITCHBURG/LOCAL 888/SEIU/INSPECTORS MODIFIED LIGHT/DUTY ASSIGNMENT POLICY 11.28.2017

- 1. The terms and provisions of the within modified duty policy will not alter, modify, supersede or exempt the City's statutory rights and obligations.
- 2. The City reserves the right to modify this policy at the City's sole discretion. The City will provide the Union with advance notice of any proposed modifications. The Union may request in writing to bargain over such proposed changes within 10 calendar days. Otherwise, the City may modify this policy as indicated.
- 3. Modified duty assignments are intended as temporary in nature, and are provided as alternative work assignments where an employee's physician indicates in writing that the employee is unable to return to said employee's regular position and/or normal duties due to a work-related and non-work related injury.
- 4. The treating physician's statement is required when requested by the City and therefore will be used to determine suitability for available modified duty assignments, including hours, limitations, and reasonable occupational accommodations, if necessary.
- 5. All determinations as to suitability and availability of modified duty assignments shall be made by the Department Head or Department Head's designee. Instruction, direction and training, if necessary, will be provided to the employee by the Department Head or Department Head's designee. Hours, location, parking and the like of any modified duty assignment will be provided to the employee prior to beginning said assignment.
- Employees working a modified duty assignment may be subject to disciplinary action in obvious cases of misconduct including, but not limited to the following and/or other similar inappropriate behavior:
  - failure to appear at scheduled shifts
  - frequent absences
  - insubordination
  - violence

The City retains the power to discipline employees for just cause in accordance with the parties' collective bargaining agreement.

- 7. If the employee, after a temporary period in modified duty assignment, remains unable to return to full duties in the employee's regular position, the City has the right to implement the City's statutory rights with respect to said employee.
- 8. The City will not be required to provide the Union with any medical statements or reports. The employee may provide said documents to the Union at employee's sole discretion.

#### CITY OF FITCHBURG/CONTRACT PROPOSAL LOCAL 888/SEIU/INSPECTORS VACATION MATRIX JANUARY 11, 2018

## **ARTICLE 8 VACATION**

- 1. When employees first become employed by the City of Fitchburg, they are eligible for vacation after 6 months of employment (or at the end of their probationary period, whichever is longer) on their anniversary date based on the month calendar year.
- **2.** Employees become eligible for the next vacation increment level on the anniversary date of the current year if your hire date falls between January and June of that year. If your hire date occurs between July and December, you will eligible for the additional week on the January  $1^{st}$  of the following year in which your anniversary occurs.

Month of Hire	
January	Non Exempt/Exempt
	2 weeks in July
February	2 weeks in August
March	2 weeks in September
April	1 week in October
May	1 week in November
June	1 week in December
July	None - 2 wooks in January 55 II
August	None – 2 weeks in January of following year
September	None – 2 weeks in February of following year
October	None – 2 weeks in March of following year
	None - 2 weeks in April of following year
November	None - 2 weeks in May of following year
December	None - 2 weeks in June of following year

**3.** The maximum vacation for full time employees is as follows:

Non Exempt (Hourly)/Exempt (Salary)
2 weeks
3 weeks
4 Weeks
5 weeks

- **4.** All vacation usage shall require prior approval from and shall be granted at the discretion of the appropriate supervisor, according to the needs of the applicable department. Such vacation requests shall be made in writing. Vacation must be taken in the calendar year in which it is earned, however, an employee may carry forward one (1) week (5 work days) of vacation from a previous year, provided that the employee takes such vacation week together with no more than two (2) weeks (10 work days) of his/her vacation earned in the same calendar year at one time. Department Heads may, with the approval of the Mayor, allow such carried over week to be taken in some other manner if the needs of the Department permit.
- **5.** An employee who has been employed with the City for five (5) or more consecutive years shall be allowed, in each calendar year, to exchange up to two (2) week's (10 days) of pay at his/her current base rate, for up to ten (10) accrued vacation days, provided the employee has three (3) weeks of vacation as of January 1st of the calendar year in which s/he wishes to exchange the aforementioned weeks. Employees employed for less than five (5) years shall be allowed, in each calendar year, to exchange up to one (1) week's pay (5 work days) for up to five (5) accrued vacation days.
- **6.** This revised vacation matrix/schedule is effective with the execution of this Agreement and shall not be applied retroactively to any current employee's vacation leave, with the exception of those employees with a start date on or after July 1, 2017.

#### CITY/LOCAL 888/SEIU/Inspectors FMLA/WORKER'S COMPENSATION 01.11.2018

#### Article ## / Family Medical Leave Act

The City agrees to fully cooperate and comply with all local, state and federal laws related to the Family Medical Leave Act. (FMLA)

#### **Workers Compensation:**

The City agrees to fully cooperate and comply with all local, state and federal Worker's Compensation laws. At the option of the employee, the City will calculate, process and include the difference between the Worker's Compensation amount and the employee's regular base biweekly pay in accordance with the City's bi-weekly payroll processes and policies. The equivalent amount of time shall be deducted from the employee's accrued vacation, personal or sick time. If the employee chooses to use sick time to offset the Worker's Compensation amount, s/he will not accrue personal time during such period.

If the City or the Department of Industrial Accidents recognizes liability, an employee shall not lose seniority, vacation or sick leave accrual or other benefits while on Workers Compensation, provided the same is due and payable. However, in no event should sick leave, personal or vacation leave accrue after the first year of absence. The employee shall not lose seniority, however, s/he will not accrue seniority beyond the first year of the Worker's Compensation period.

## Appendix XX

## Local 888/SEIU/Inspectors Employee Fee Agreement

Training and Educational Fees

Fitchburg, Massachusetts, acting by and through the appointing authority and Employee  For good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the Cthe Employee as follows:  The City agrees to assume and be responsible for the payment of any and all fees related to department approved classes required for obtaining licenses and/or certifications related to the Employee's position the City, provided the Employee remains in the employ of the City of Fitchburg for a period of two (2) years completing said class, s/he shall be responsible to reimburse the City the full sum of any and all fee related to said class. Such sum may be deducted from any severance monies or final pay due at the completion of City of Fitchburg employment. Should said severance monies or final pay be insufficient to the amount due in total, the Employee will individually be responsible for the remainder of the balance.  When unusual situations arise that leads to departure of the employee, the Commissioner of the Departor Public Works, Division Head and the Director of Human Resources reserves the right to have the final decision administering this agreement.  Executed as a sealed Instrument.  Employee  PRINT First, Last Name  Witness Signature  Witness Signature  Witness Signature  Division Head Signature	tion, the receipt and sufficiency which are hereby acknowledged, the City are responsible for the payment of any and all fees related to departmentally taining licenses and/or certifications related to the Employee's position with remains in the employ of the City of Fitchburg for a period of two (2) years voluntarily leave employment with the City of Fitchburg within two (2) years shall be responsible to reimburse the City the full sum of any and all fees may be deducted from any severance monies or final pay due at the mployment. Should said severance monies or final pay be insufficient to covologe will individually be responsible for the remainder of the balance.
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# APPENDIX ## SEIU/LOCAL 888/INSPECTORS LICENSE STIPEND MATRIX

SEIU/LOCAL 888 INSPECTORS' UNION					
LICENSURE AND/OR CERTIFICATION	EDUCATIONAL INCENTIVE				
Building Commissioner	\$600				
Certified Health Officer	\$600				
Certified Pool Operator	\$300				
Construction Supervisor License	\$300				
Food Inspector Certification	\$300				
Full Code Lead Inspector's License	\$300				
Green and Healthy Home Certification	\$300				
Journeyman Electrician License	\$300				
Local Building Inspector	\$600				
MA Housing Code Certification	\$300				
Master Electrician	\$600				
Master Plumber and Gasfitter License	\$600				
OSHA License 10/30/40	\$300/\$300/\$500				
Registered Sanitarian	\$600				
Sheet Metal Masters License	\$300				
Smoke School	\$300				
Title V Inspector and Soil Evaluator's License	\$500				

ORDERED THAT: There be and hereby is appropriated the sum of SIXTEEN THOUSAND, NINE HUNDRED SEVENTY-EIGHT DOLLARS (\$16,978.00), same to be charged against AVAILABLE FUNDS and credited to LIBRARY, PERSONAL SERVICES.



The City of Fitchburg

Massachusetts

OFFICE OF THE MAYOR

**AARON TOURIGNY** 

CHIEF OF STAFF
ATOURIGNY@FITCHBURGMA.GOV

**JOAN DAVID** 

ADMINISTRATIVE AIDE
JDAVID@FITCHBURGMA.GOV

STEPHEN L. DINATALE MAYOR

166 BOULDER DRIVE FITCHBURG, MA 01420 TEL. (978) 829-1801

May 31, 2018

Calvin D. Brooks City Auditor 166 Boulder Drive Fitchburg, MA 01420

Dear Mr. Brooks:

Kindly draw a council order for the City of Fitchburg to appropriate the sum of \$16,978.00 from Available Funds and credited to Library, Personal Services.

The purpose of this order is to fund a new one year contract with Fitchburg Public Library Staff Association which covers the period July 1, 2017 to June 30, 2018.

Thank you.

Regards,

Stephen L. DiNatale, Mayor

City of **Fitchburg** 



Department of **Human Resources** 

May 30, 2018

Honorable Mayor Stephen D. DiNatale Municipal Offices 166 Boulder Drive, Ste. 108 Fitchburg, MA 01420

Dear Mayor DiNatale:

Kindly be advised that negotiations, for fiscal year 2018, with the Fitchburg Public Library Staff Association, representing the Library Staff group have concluded.

I have attached the signed Memorandum of Agreement and all related documents pertaining to this CBA.

As a result of these successful negotiations, I am requesting an appropriation from available funds in the amount of Sixteen Thousand, Nine-Hundred and Seventy-Eight Dollars (\$16,978). This amount represents the one fiscal year of the Collective Bargaining Agreement and associated retroactive wages. A subsequent and Successor Agreement shall be negotiated, beginning in August of 2018.

Please contact me should you have any questions related to this matter.

Susan A. Davis

Director of Human Resources

Cc: Calvin Brooks, City Auditor Enc: Memorandum of Agreement

#### **City Hall Offices**

166 Boulder Drive, Ste. 108 Fitchburg, MA 01420 P. 978.829.1800

#### www.fitchburgma.gov

Monday - Friday 8:30 AM - 4:30 PM

#### Susan A. Davis Director

P. 978.829.1809 F. 978.829.1966

#### sdavis@fitchburgma.gov

Steffani J. Santiago Human Resources Assistant II P. 978.829.1808

F. 978.829.1966 ssantiago@fitchburgma.gov

FITCHBURG



# MEMORANDUM OF AGREEMENT Between the CITY OF FITCHBURG, MA And the FITCHBURG PUBLIC LIBRARY STAFF ASSOCIATION May 24, 2018



The City of Fitchburg (the "City") and the Fitchburg Public Library Staff Association, (the "Union"), collectively referred to as the "Parties," have concluded negotiations over changes to the terms for the successor Collective Bargaining Agreement between the Parties covering the period of fiscal year July 1, 2017 through June 30, 2018 and further, agree to extend their 2015 – 2017 Collective Bargaining Agreement ("CBA") from July 1, 2017 through June 30, 2018, in all respects, except as modified by this Memorandum of Agreement. All changes shall become effective as of the date specified or effective as of the date of this should no date be specified. The Parties agree to the following modifications:

#### 1. Article XVI, Wages and Longevity, p. 8

- a. A 2% wage increase shall become effective July 1, 2017.
- b. Steps 1 and 2 shall be eliminated from the Wage Matrix and a new Step 9 and Step 10 have been added. The steps have been renumbered in the Wage Matrix, eliminating Steps 1 and 2, so that the former Step 3 shall become the new Step 1, the former Step 4 shall become the new Step 2, etc. All employees' current steps shall be renumbered accordingly. Employees shall receive step increases as scheduled in the current wage matrix.
- c. Wages will be retroactive to July 1, 2017, unless specifically provided for.

#### 2. Article XXXVII, Duration, p. 21

#### a. *Eliminate* the following:

"This contract, unless otherwise indicated, shall be effective from July 1, 2014 and shall remain in full force and effect up to and including June 30, 2017. Either party may, no sooner than January 1, 2017 or no later than February 21, 2017 give written notice to the other of its desire to extend or revise this Agreement for the period to commence July 1, 2017.

This Agreement shall remain in full force and effect during the collective bargaining process or until the new Agreement is reached, except that it may not remain in effect longer than one year from the first day of July 2018 unless mutually agreed to in writing."

#### b. Replace with:

"This contract, unless otherwise indicated, shall be effective from July 1, 2017 and shall remain in full force and effect up to and including June 30, 2018. The Parties mutually agree that the collective bargaining process may commence prior to January 1, 2019, in order to negotiate its successor agreement.

This Agreement shall remain in full force and effect during the collective bargaining process or until the new Agreement is reached, except that it may not remain in effect longer than one year from the first day of July 2019, unless mutually agreed to in writing."

MEMORANDUM OF AGREEMENT CITY OF FITCHBURG, MA & FITCHBURG PUBLIC LIBRARY ASSOCIATION MAY 22, 2018

1



This **Memorandum of Agreement** is subject to ratification by the Union membership and approval by the City of Fitchburg, MA, City Council. The ratified Agreement shall be subject to funding in accordance with M.G.L. c. 150E, §7.

In witness whereof, the Parties hereto set their hands and seals on this 315. day of May, 2018.

Mayor Stephen L. DiNatale

Susan A. Davis

**Director of Human Resources** 

Sharon A. Bernard

Library Director

Fitchburg Library Staff Association:

Angela Lopez Negotiation Team Member

Cynthia Morawski Negotiation Team Member

Kimberly St. Onge Negotiation Team Member



MEMORANDUM OF AGREEMENT CITY OF FITCHBURG, MA & FITCHBURG PUBLIC LIBRARY ASSOCIATION

- 170-18. ORDERED THAT: There be and hereby is appropriated the sum of FORTY THOUSAND AND 00/100 DOLLARS (\$40,000.00), same to be charged against AVAILABLE FUNDS and credited to POLICE, CAPITAL EXPENDITURES, BUILDING REPAIRS for the purpose of replacing carpeting and ancillary repairs to the police station.
- 171-18. ORDERED THAT: There be and hereby is appropriated the sum of THREE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$350,000.00), same to be charged against AVAILABLE FUNDS and credited to FIRE, CAPITAL EXPENDITURES, VEHICLE REPLACEMENT for the purpose of acquiring a new pumper for the Fire Department.
- 172-18. ORDERED THAT: There be and hereby is appropriated the sum of ONE HUNDRED EIGHTY THOUSAND AND 00/100 DOLLARS (\$180,000.00), same to be charged against AVAILABLE FUNDS and credited to DPW, CAPITAL EXPENDITURES, EQUIPMENT for the purpose of acquiring a new Vac truck used to flush and vacuum storm drains.
- 173-18. ORDERED THAT: There be and hereby is appropriated the sum of ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00), same to be charged against AVAILABLE FUNDS and credited to AIRPORT REVENUE for the purpose of reducing the airport's deficit fund balance.
- 174-18. ORDERED THAT: There be and hereby is appropriated the sum of TWENTY-FIVE THOUSAND, THREE HUNDRED AND 00/100 DOLLARS (\$25,303.00), same to be charged against AVAILABLE FUNDS and credited to AIRPORT EXPENSE, VEHICLE REPLACEMENT for the purpose of acquiring vegetation management equipment.
- 175-18. ORDERED THAT: The City of Fitchburg hereby approves the expenditure of funds from the Massachusetts Department of Transportation, Aeronautics Division grant in the approximate amount of \$101,212.00 (ONE HUNDRED ONE THOUSAND, TWO HUNDRED TWELVE AND 00/100 DOLLARS) for the purpose said grant, which is for the acquisition of vegetative management equipment for use at the airport.
- 176-18. ORDERED THAT: The City of Fitchburg hereby approves the expenditure of funds from the Massachusetts Executive Office of Public Safety and Security grant in the approximate amount of \$2,625.00 (TWO THOUSAND, SIX HUNDRED TWENTY-FIVE AND 00/100 DOLLARS) for the purpose of said grant, which is to provide child passenger safety seats and education on their use to residents in need.
- 177-18. ORDERED THAT: Each prior order of the City Council that authorized the borrowing of money to pay costs of capital projects is hereby supplemented to provide that, in accordance with Chapter 44, Section 20 of the General Laws, as most recently amended by the Municipal Modernization Act, so-called, the premium received by the City upon the sale of any bonds or notes thereunder, less any such premium applied to the payment of the costs and the amount authorized to be borrowed for each such project shall be reduced by the amount of any such premium applied.

The following Order was referred to the City Property Committee:

ORDER-OTHER

ORDERED THAT: The Mayor is authorized to execute a 178-18. deed of conveyance of the 14 Gage Street parcel to abutters Ian Brennan and Kelly Arvidson as outlined in the enclosed Order. (Reference Petition #210-2017)



## City of Fitchburg

OFFICE OF THE TREASURER

166 Boulder Drive Fitchburg, MA 01420

978-829-1830 FAX 978-829-1971 PATCHOLOGO OVER GLERK

211 MAY 31 AM 8: 56

May 22, 2018

Mayor Stephen L. DiNatale and Members of the City Council 166 Boulder Drive Fitchburg, MA 01420

Re: Side Yard Sale of 14 Gage Street

**Dear Mayor and Councilors:** 

At its May 2, 2018 meeting, the Side Yard Sales Committee voted to recommend the sale of 14 Gage Street to two abutters, Ian Brennan and Kelly Arvidson.

A plan to split the lot was presented at the meeting and both parties agreed on the split. Wis. Arvidson was represented by her husband, Clayton Arvidson.

The Planning Board endorsed the plan at its meeting on 5/8/18.

Attached is the order to sell both portions of the parcel and to authorize the mayor to execute both deeds of conveyance. For your reference, draft deeds are attached to the order.

On behalf of the Side Yard Sales Committee, I ask for your approval of these orders.

Thank you for your consideration.

Sincerely,

anne m Cervantes Anne M. Cervantes

Treasurer

## City of Fitchburg

MANGH BY ASS CHALL OF BURK

In City Council,

911 MAY 31 AM 8: 56

ORDERED:-- That

WHEREAS, in the opinion of the City Council of Fitchburg, the City is the owner of a certain parcel of land and any buildings thereon located at 14 Gage Street, Assessor's Map 31, Block 120, Lot 0, after foreclosure of the City's tax lien, and

WHEREAS, the City of Fitchburg no longer has any use for the aforesaid parcel and the purchasers, Kelly Arvidson, of 310 Fort Pond Road, Lancaster, Massachusetts, owner of 22 Gage Street, Fitchburg, Worcester County, Massachusetts, and Brennan Industries, Inc., of 131 Flat Rock Road, Fitchburg, Massachusetts, owner of 176 Blossom Street, Fitchburg, Massachusetts, have a particular use for the same, and

WHEREAS, the City Treasurer, Anne M. Cervantes, petitioned the Fitchburg City Council to declare this parcel as excess by Petition 210-2017, which petition was approved as amended by the Council on October 17, 2017, and referred for sale under the City's Side Yard Sales program, and

WHEREAS, the Side Yard Sales Committee voted to recommend the sale of said parcel to abutters Kelly Arvidson, of 310 Fort Pond Road, Lancaster, Massachusetts, owner of 22 Gage Street, Fitchburg, Worcester County, Massachusetts, and Brennan Industries, Inc., of 131 Flat Rock Road, Fitchburg, Massachusetts, owner of 176 Blossom Street, Fitchburg, Massachusetts, divided between them according to a plan drawn and submitted by said purchasers and recorded with the Worcester North District Registry of Deeds in Plan Book 515, Page 2, at its May 2, 2018 meeting,

NOW THEREFORE IT IS ORDERED that, in consideration of the payment of Six Hundred (\$600.00) Dollars, to be paid to the City Treasurer inclusive of the cost of recording and a pro forma tax as required by Chapter 44, Section 63A, the City of Fitchburg sells the above described parcel of land to said purchasers through the City's Side Yard Sales Program, subject to the following restrictions, which shall run with the parcel and be enforceable by the City, that said parcel:

1. Shall be kept free of garbage and debris, and

- 2. Shall, as to each purchaser's share of the parcel, be combined for purposes of future conveyances with the abutting property owned by said purchasers, namely those located at 22 Gage Street, Fitchburg, Massachusetts and described in a deed dated March 27, 1997 and recorded in the Worcester North District Registry of Deeds at Book 2987, Page 296, and at 176 Blossom Street, Fitchburg, Massachusetts, and described in a deed dated May 5, 2017 and recorded in the Worcester North District Registry of Deeds at Book 8818, Page 269 (the "abutting lots"), and
- 3. Shall, as to each purchaser's share of the parcel, henceforth be conveyed in tandem with the abutting lot, and into the same record ownership.

AND IT IS FURTHER ORDERED AND VOTED: That Stephen L. DiNatale, Mayor of the City of Fitchburg, be and is hereby authorized for and in behalf of said City to execute, acknowledge and deliver said deed of conveyance in form substantially similar to that attached hereto, and to take any other action and execute any other documents required or convenient for conclusion of the sale thereof.

#### RELEASE DEED

THE CITY OF FITCHBURG, a Commonwealth of Massachusetts municipality having its usual place of business at 166 Boulder Drive, Fitchburg, Massachusetts 01420

In consideration of Three Hundred and 00/100 (\$300.00) dollars paid

Grants to <u>Brennan Industries</u>, Inc., a <u>Massachusetts corporation</u>, of 131 Flat Rock Road, Fitchburg, Massachusetts 01420,

#### All its right, title and interest in and to the following described premises:

A certain tract of land with any buildings thereon located at the easterly side of Mechanic Street in Fitchburg, Worcester County, Commonwealth of Massachusetts and described as Parcel B in a plan entitled "Plan of Land, Gage & Blossom St Fitchburg MA" dated 5/3/2018 by hs&t group, inc., Professional Civil Engineers & Land Surveyors, which plan is recorded at the Worcester Northern District Registry of Deeds in Plan Book 515, Page 2, being all of the Grantor's right, title and interest in said Parcel B acquired from the following recorded instruments:

i. Instrument of Taking by the City of Fitchburg against Daniel M. Fahey, dated February 11, 1994 and recorded March 17, 1994 in Worcester Northern District Registry of Deeds Book 2543, Page 8.

ii. Notice of Petition to Foreclose Tax Lien by Bruce L. Richards, Treasurer of the City of Fitchburg, dated June 1, 2005 and recorded July 5, 2005 in Worcester Northern District Registry of Deeds Book 5758, Page 252.

iii. Judgment of Land Court for the City of Fitchburg foreclosing right of redemption dated June 20, 2011 and recorded August 11, 2011 in Worcester Northern District Registry of Deeds Book 7454, Page 246.

This conveyance is made subject to the following provisions and conditions of the City of Fitchburg Side Yard Sales Program:

1. The premises are sold "as is", in its present condition

2. The Grantor makes no representations or warranties of any kind as to the suitability of the premises for any particular purpose, or as to the applicability or effect of any local, state or federal law.

3. The Grantor makes no representations or warranties as to whether the premises contain any substance which may be classified as a hazardous, toxic, chemical or radioactive substance or a contaminant or pollutant under applicable federal, state or local law, statute, ordinance, rule or regulation, or which may require any cleanup, remediation or other corrective action pursuant to such applicable laws.

4. The premises shall be kept free of garbage and debris.

City of Fitchburg,....

Order-Other

5. The premises shall be combined for purposes of future conveyances with the abutting property owned by the Grantee, located at 176 Blossom Street, Fitchburg, Massachusetts and described in a Foreclosure Deed from Enterprise Bank and Trust Company to Brennan Industries, Inc., dated May 5, 2017 and recorded May 18, 2017 in Worcester Northern District Registry of Deeds Book 8818, Page 269, such that the premises shall henceforth be conveyed in conjunction with the abutting lot and into the same record ownership establishing a merger of title.

6. These provisions, conditions and restrictions shall run with the land and be enforceable against the Grantee, its successors and assigns by the City of

Fitchburg.

The Grantor warrants that it has received from the Grantee an affidavit executed pursuant to Massachusetts General Laws, Chapter 60, Section 77B and the statutory payment in lieu of taxes pursuant to Massachusetts General Laws, Chapter 44, Section 63A.

This instrument is executed pursuant to a vote taken by the City of Fitchburg City Council and attached herewith as Exhibit "A".

Council and attached herewith as Estate	010 11 1				
No title search has been pe	rformed i	n the prepar	ation of this	s deed.	•
Executed as a sealed instrume	nt this	day of _	1	, 2018.	
	•				
			1.		
Stephen L. DiNatale, Mayor City of Fitchburg	4 · •				
COMMONW	EALTH	OF MASS	ACHUSET"	TS	
Worcester, ss				·	
On this day of personally appeared <b>Stephen L. DiNa</b> identification, which was whose name is signed on the preceding that he signed it voluntarily for its star	ng or atta	ved to me u ched docum	rough saus  nent, and ac	to be the knowledged	person to me
Seal				, Notary	Public
	M	ly commiss	ion expires		

#### RELEASE DEED

THE CITY OF FITCHBURG, a Commonwealth of Massachusetts municipality having its usual place of business at 166 Boulder Drive, Fitchburg, Massachusetts 01420

In consideration of Three Hundred and 00/100 (\$300.00) dollars paid

Grants to <u>Kelly Arvidson</u> as sole tenant, of 310 Fort Pond Road, Lancaster, Massachusetts 01523,

#### All its right, title and interest in and to the following described premises:

A certain tract of land with any buildings thereon located at the easterly side of Mechanic Street in Fitchburg, Worcester County, Commonwealth of Massachusetts and described as Parcel A in a plan entitled "Plan of Land, Gage & Blossom St Fitchburg MA" dated 5/3/2018 by hs&t group, inc., Professional Civil Engineers & Land Surveyors, which plan is recorded at the Worcester Northern District Registry of Deeds in Plan Book 515, Page 2, being all of the Grantor's right, title and interest in said Parcel A acquired from the following recorded instruments:

- i. Instrument of Taking by the City of Fitchburg against Daniel M. Fahey, dated February 11, 1994 and recorded March 17, 1994 in Worcester Northern District Registry of Deeds Book 2543, Page 8.
- ii. Notice of Petition to Foreclose Tax Lien by Bruce L. Richards, Treasurer of the City of Fitchburg, dated June 1, 2005 and recorded July 5, 2005 in Worcester Northern District Registry of Deeds Book 5758, Page 252.
- iii. Judgment of Land Court for the City of Fitchburg foreclosing right of redemption dated June 20, 2011 and recorded August 11, 2011 in Worcester Northern District Registry of Deeds Book 7454, Page 246.

This conveyance is made subject to the following provisions and conditions of the City of Fitchburg Side Yard Sales Program:

- 1. The premises are sold "as is", in its present condition
- 2. The Grantor makes no representations or warranties of any kind as to the suitability of the premises for any particular purpose, or as to the applicability or effect of any local, state or federal law.
- 3. The Grantor makes no representations or warranties as to whether the premises contain any substance which may be classified as a hazardous, toxic, chemical or radioactive substance or a contaminant or pollutant under applicable federal, state or local law, statute, ordinance, rule or regulation, or which may require any cleanup, remediation or other corrective action pursuant to such applicable laws.
- 4. The premises shall be kept free of garbage and debris.

5. The premises shall be combined for purposes of future conveyances with the abutting property owned by the Grantee, located at 22 Gage Street, Fitchburg, Massachusetts and described in a Quitclaim Deed from Workers Credit Union to Kelly A. Holmes, dated March 27, 1997 and recorded April 4, 1997 in Worcester Northern District Registry of Deeds Book 2987, Page 296, such that the premises shall henceforth be conveyed in conjunction with the abutting lot and into the same record ownership establishing a merger of title. 6. These provisions, conditions and restrictions shall run with the land and be enforceable against the Grantee, its successors and assigns by the City of Fitchburg. The Grantor warrants that it has received from the Grantee an affidavit executed pursuant to Massachusetts General Laws, Chapter 60, Section 77B and the statutory payment in lieu of taxes pursuant to Massachusetts General Laws, Chapter 44, Section 63A. This instrument is executed pursuant to a vote taken by the City of Fitchburg City Council and attached herewith as Exhibit "A". No title search has been performed in the preparation of this deed. Executed as a sealed instrument this \_\_\_\_\_ day of \_ Stephen L. DiNatale, Mayor City of Fitchburg COMMONWEALTH OF MASSACHUSETTS Worcester, ss \_, 2018, before me, the undersigned Notary Public, personally appeared Stephen L. DiNatale, proved to me through satisfactory evidence of , to be the person identification, which was whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Mayor of the City of Fitchburg. Seal , Notary Public

My commission expires:

Order-Other

#### ORDINANCES

031-18. AN ORDINANCE: AS AMENDED:

1. To add a new section 181.65, Marijuana Establishments, to regulate non-medical marijuana as outlined in the enclosed Ordinance.

2. To amend the definitions of RMD, MMD and MMM in Section 181.10 to remove a requirement that the operator be a non-profit entity as follows.

3. To add the following Section Regulating signs.

4. To amend the requirements for site plan review by

amending Section 181.9414 as follows:
5. To amend the prohibited home occupations by adding the following to Section 181.333 (Prohibited Home Occupations)

City of Fitchburg

In the Year 2018

Publication of an Ordinance 31-2018 - Marijuana

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FITCHBURG.

AS FOLLOWS:

#### Section 181.65 - MARIJUANA ESTABLISHMENTS

181.651 Regulation. G.L. c. 94G authorizes a system of state licensing for businesses engaging in the cultivation, testing, processing and manufacturing, and retail sales of non-medical marijuana, collectively referred to as Marijuana Establishments (MEs). G.L. c. 94G §3 allows cities to adopt ordinances that impose reasonable safeguards on the operation of non-medical marijuana establishments, provided they are not unreasonably impracticable and are not in conflict with the law. The special permit and site plan review requirements set forth in this Section shall be in addition to, and not in lieu of, any other licensing and permitting requirements imposed by any other federal, state, or local law.

181.652 Purpose. The purpose of this ordinance is to allow state-licensed MEs to exist in the City of Fitchburg in accordance with applicable state laws and regulations and impose reasonable safeguards to govern the time, place and manner of ME operations and any business dealing in Marijuana Accessories in such a way as to ensure public health, safety, well-being, and reduce undue impacts on the natural environment as it relates to cultivation, processing and manufacturing subject to the provisions of this Zoning Ordinance, M.G.L. c. 40A, M.G.L. c. 94G and any other applicable law. Therefore, this ordinance may permit MEs in locations suitable for lawful MEs where there is access to regional roadways, where they may be readily monitored by law enforcement for health and public safety purposes, and to minimize adverse impacts on adjacent properties, residential neighborhoods, historic districts, schools, playgrounds and other locations where minors congregate by regulating the siting, design, placement, operation security, and removal of MEs.

This Section is intended to coexist with the existing Section 181.64 regarding MMDs and MMMs.

181.653 Definitions. Where not expressly defined in the Zoning Ordinance, terms used in this Zoning Ordinance referring to non-medical use marijuana shall be interpreted as defined in G.L. c. 94G, as the same may be amended from time to time, and regulations issued by the Cannabis Control Commission (CCC). The following definitions, consistent with this expressed intent, shall apply in the interpretation and enforcement of this section:

- 1 "Marijuana Products", products that have been manufactured and contain marijuana or an extract from marijuana, including concentrated forms of marijuana and products composed of marijuana and other ingredients that are intended for non-medical use or consumption, including edible products, beverages, topical products, ointments, oils and tinctures.
- 2. "Marijuana Establishment" (ME), a Marijuana Cultivator, Independent testing laboratory, Marijuana Product
  Manufacturer, Marijuana Retailer or any other type of licensed non-medical marijuana related business
- 3. "Marijuana Cultivator" (MC), an entity licensed to cultivate, process and package non-medical marijuana, to deliver non-medical marijuana to ME's and to transfer marijuana to other ME's, but not to consumers. A Craft Marijuana Cultivator Cooperative performing a similar function shall be included within the definition of a MC.
- 4. "Marijuana Product Manufacturer" (MPM), an entity licensed to obtain, manufacture, process and package non-medical marijuana and marijuana products, to deliver non-medical marijuana and marijuana products to ME's and to transfer non-medical marijuana and marijuana products to other ME's, but not to consumers. A Craft Marijuana Cultivator Cooperative performing a similar function shall be included within the definition of a MPM.

- 5. "Marijuana Retailer" (MR), an entity licensed to purchase and deliver non-medical marijuana and marijuana products from ME's and to deliver, sell or otherwise transfer non-medical marijuana and marijuana products to ME's and to consumers.
- 6. "Independent testing laboratory", a laboratory that is licensed by the CCC and is: (i) accredited to the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Cooperation mutual recognition arrangement or that is otherwise approved by the CCC; (ii) independent financially from any medical marijuana treatment center or any licensee or ME for which it conducts a test; and (iii) qualified to test marijuana in compliance with regulations promulgated by the CCC pursuant to G.L. c. 94G.

7. "Experienced Operator," any MMD or MMM facilities, as defined by Section 181.64 of the Zoning Ordinance, having already received a special permit and site plan review approval by the City, prior to the passage of Section 181.65 of this Ordinance, which remain in good standing without violation of any ordinance, statute, or condition of their special permit.

- 8. "Moral Character" means the degree to which a person's history demonstrates honesty, fairness and respect for the rights of others and for conformance to the law, which may include consideration of whether an individual has:
  - a. Ever had a professional license denied, suspended or revoked;
  - b. Ever had a business license denied, suspended or revoked;
  - c. Ever had a marijuana-related business license denied, suspended, revoked, or placed on administrative hold, or was subjected to a fine for violation of a marijuana-related zoning ordinance;
  - d. Ever had a business temporarily or permanently closed for failure to comply with any tax, health, building, fire, zoning or safety law;
  - e. Ever had an administrative, civil or criminal finding of delinquency for failure to file or failure to pay employment, sales, property or use taxes;
  - f. Ever been convicted of a felony, sex offense, or other offense involving violence, distribution of controlled substances, excluding marijuana-related possession offenses, or other moral turpitude;
  - g. Within the previous sixty months been convicted of a misdemeanor or other offense involving the distribution of controlled substances, or driving under the influence of alcohol or other substance (DUI, OUI) convictions

#### 181.654 Prohibitions and Limitations.

181.6541 It shall be unlawful for any person to operate a ME without obtaining a special permit and undergoing site plan approval pursuant to the requirements of this Ordinance, except as provided for an Experienced Operator.

181:6542 An Experienced Operator may operate a ME of the same type as the medical marijuana facility for which they have been granted a special permit and approved site plan review by the City without obtaining a new special permit, provided that the Experienced Operator must receive site plan approval for the new use as a ME, that the ME is located in the same facility for which the Experienced Operator received the prior special permit and site plan approval, and that the gross square footage of such facility is not increased by more than ten (10%) percent.

181.6543 A separate special permit is required for each different ME detailed in section 181.653, above, or in the case of an Experienced Operator, a separate site plan review.

181.6544 As defined in G.L. c. 94G, the number of MRs shall be limited to the amount specified by City ordinance Section 56-3, as the same may be amended from time to time. No special permit may be granted for a MR which results in a violation of this limit.

181.6545 A ME may only be involved in the use permitted by its definition. MRs may only be located in buildings containing other retail, commercial, residential, industrial, or any other uses, including other types of MEs, if the MR is separated by full walls from any and all other uses.

181.6546 Independent Testing Facilities may be permitted under special permit by the Planning Board in the Industrial (I), Light Industrial (LI), Central Business (CBD), Commercial & Automotive (C&A) and Neighborhood Business (NBD) Zoning Districts. MRs may be permitted under special permit by the Planning Board in the Commercial and Automotive (C&A), Neighborhood Business (NBD), Central Business (CBD), Industrial (I) or Light Industrial (LI) zoning districts in accordance with 181.313 of the Table of Principal Uses, with the exception that no special permit may be granted for any MR located in that portion of the contiguous Central Business Zoning District that includes Main Street which lies to the north of the railroad track dissecting said specific zone and west of the intersection of Holt Street and Summer Street until the intersection of Main-Street and Prospect Street. Onsite or social consumption, so called, is prohibited as a use. All other MEs may be permitted under special permit by the Planning Board in the Industrial and Light Industrial Zoning Districts.

181.6547 MEs shall be prohibited as an Accessory Use or Home Occupation in all zoning districts. No ME shall be permitted to have drive-up or walk-up facilities as described in Section 181.3246 of this Zoning Ordinance.

181.6548 No marijuana or Marijuana Product shall be smoked, eaten, ingested, consumed or otherwise used within the premises of any ME.

181.6549 No ME may be operated in a mobile facility or outside of a fully enclosed building or structure, excepting deliveries to off-site MRs and home deliveries to consumers permitted or licensed by applicable state and local regulations.

181.65410 No ME may be operated in such a manner as to cause or create a public nuisance to abutters or to the surrounding area, or which creates any hazard, including but not limited to, fire, explosion, fumes, gas, smoke, odors, obnoxious dust, vapors, offensive noise or vibration, flashes, glare, objectionable effluent or electrical interference, which may impair the normal use and peaceful enjoyment of any property, structure or dwelling in the area.

181.65411 The issuance of a special permit and site plan review pursuant to this chapter does not create an exception, defense, or immunity to any person or entity in regard to any potential criminal liability the person or entity may have for the production, distribution, or possession of marijuana.

181.65412 There shall be no use variances issued for any ME.

#### 181.655 Application.

In addition to the materials required under Section 181.93. (Special Permits) and Section 181.94 (Site Plan Review) of this Ordinance, the applicant shall submit the following:

- All materials required under Section 181.645 of this Zoning Ordinance for an MMD or MMM facility, with
  the exceptions that any reference within Section 181.645 to the Department of Public Health or regulations
  issued thereby shall be interpreted to refer to the GCC and its regulations, or any other state regulation or
  statute applicable to the ME
  - 2. Proof of approval from the Commonwealth of Massachusetts for the proposed ME by submitting copies of all required registrations, licenses and permits issued to the applicant by the state and any of its agencies for the proposed ME.
  - The name, address, email address, and phone number of all designated Managers of the ME, together with a criminal background check of such Managers and other evidence of Moral Character.
  - 4. Proof that the detailed security plan, operation and management plan, and emergency response plans have been submitted to the Fitchburg Police Department and the Department of Planning and Community comment for comment and review at the same time or prior to the submission of the application, and any
  - 5. Proof that the applicant provided notification in writing at the same time or prior to the submission of the application to all property owners and operators of the uses listed under 181.656(5) within three hundred (300) feet of its proposed location and use, to provide them with the opportunity to comment to the Planning Board, as well as any and all comment or response received by the applicant.

6. Evidence demonstrating that the ME will be operated in a responsible manner that does not materially adversely affect the public health, safety or the general welfare of the City or the immediate neighborhood where the ME is located. This may include but shall not be limited to evidence of Moral Character.

181.6551 Upon receipt of a completed application, the Planning Board shall refer copies of the application to the Building Department, Fire Department, Police Department, Board of Health, Conservation Commission, and the Engineering Division of the Department of Public Works. These boards/departments shall review the application and shall submit their written recommendations. Failure to make recommendations within 30 days of referral of the application shall be deemed lack of opposition.

181.6552 After notice and public hearing and consideration of application materials, consultant reviews, public comments, and the recommendations of other municipal boards and departments, the Planning Board may act upon the application for special permit and approval of site plan.

181.6553 In instances where any portion of a project involves a special permit application to or site plan review by the Planning Board for any ME, the Planning Board shall serve as the special permit granting authority for all other special permits required in connection with such project.

#### 181.656 Special Permit Criteria and Findings

A MR, MC, MPM or Independent Testing Facility may be permitted pursuant to a Special Permit and Site Plan Review granted by the Planning Board. In granting a special permit for a MR, MC, MPM or Independent Testing Facility, in addition to the general criteria for a special permit in Section 181.93 of the Zoning Ordinance, the Planning Board must also make the following findings:

1. If the special permit is for a MR, that the MR is located in the Commercial & Automotive (C&A), Medical Services (MSD), Neighborhood Business (NBD), Central Business (CBD), Industrial (I) or Light Industrial (LI) zoning districts, excluding the Central Business District which encompasses Main Street; or if the special permit is for an Independent Testing Facility, that the Independent Testing Facility is located in the Industrial (I), Light Industrial (LI), Central Business (CBD) Commercial & Automotive (C&A) or Neighborhood Business (NBD) Zoning District; or if the special permit is for any other ME, that the ME is located in the Industrial or Light Industrial zoning districts in accordance with 181.313 of the Table of Principal Uses.

2. The applicant has demonstrated that the ME has or will meet all of the permitting requirements of all applicable agencies within the Commonwealth and is or will be in compliance with all applicable state laws and regulations, including, but not limited to G.L. c. 94G, §12 General Marijuana Establishment Operation.

3. The applicant has entered into an approved Host Community Agreement under which the applicant pays a host fee or Impact Fee to the City with the Mayor of the City of Fitchburg.

4. The grant of the special permit will not exceed the limitation on permitted MRs set forth in Section 181.6544.

5. The MF is located at least three hundred (300) feet distant of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12, a vocational school, a public or private college, junior college, university or dormitory, a licensed child care facility, a library, a playground, a public park, a youth center, a public swimming pool, a video arcade facility, any facility in which minors commonly congregate, or any residence, including commercial residences such as hotels, motels, lodging houses, etc. The distance under this section is measured in a straight line from the nearest point of the property line of the protected uses to the nearest point of the structure of the proposed ME.

a. The distance requirement may be reduced by the Planning Board provided that the applicant demonstrates, by clear and convincing evidence, that 1) the ME will employ adequate measures to prevent product diversion to minors, and 2) the ME is adequately buffered, and 3) the Planning Board determines that a shorter distance will suffice to accomplish the objectives set forth under §181.652.

6. The applicant has satisfied all of the conditions and requirements of this section and other applicable sections of the Zoning Ordinance and any applicable city ordinances.

7. The facility provides adequate security measures to ensure that there are not direct threats to the health or safety of employees, staff, or members of the public and that storage and location of cultivation is adequately secured.

8. , The facility will not place an undue burden on public safety services of the City as may be adequately established to the satisfaction of the Planning Board, which shall consider the facility's lighting, whether or

not all of the facility is visible from a public way, whether or not the parking is contiguous with the facility or the parking arrangements are capable of being monitored by the applicant or the City, and whether or not the facility is or can be set up to promote the effective monitoring by Police Department patrols, as well as

The facility meets all criteria required for a Special Permit for an MMD or MMM under Section 181.645 of this Zoning Ordinance, with the exceptions that

a. Any reference within Section 181.645 to the Department of Public Health or regulations issued thereby shall be interpreted to refer to the CCC and its regulations, or any other state regulation or statute applicable to the ME; and

Location in an area which does not have reasonable access to medical marijuana pursuant to Section

10. The applicant has demonstrated, by substantial evidence of Moral Character and other evidence, that it will operate the ME in conformity with all applicable municipal ordinances, state laws and regulations and that its policies and procedures are designed to prevent violation of such laws, particularly including but not

## 181.657 Site Plan Review/Special Permit Conditions

The Planning Board shall conduct site plan review and shall impose conditions reasonably appropriate to improve site design, traffic flow, public safety, protect water quality, air quality, and significant environmental resources, preserve the character of the surrounding area and otherwise serve the purpose of this section. In addition to any specific conditions applicable to the applicant's ME, the following conditions shall be included in any site plan review or special permit granted under this Ordinance:

1. All conditions applicable to MMDs and MMMs under Section 181.646 of this Zoning Ordinance shall be

a. Any reference within Section 181.646 to the Department of Public Health or regulations issued thereby shall be interpreted to refer to the CCC and its regulations, or any other state regulation or

b. Hours of operation shall be set forth within the special permit, and shall generally be consistent with those for package stores licensed under G.L. c. 138.

c. The provisions regarding signage contained in Section 181.646(f) and (g) shall not be included; and d. The provisions revoking a special permit for cultivation or dispensing of marijuana for non-medical

purposes in Section 181.646(p) shall not be applicable.

2. All business signage shall be subject to the requirements to be promulgated by the CCC and the requirements

The ME shall not violate any provision of the Zoning Ordinance, including but not limited to Section 181,654

Display of marijuana, Marijuana Products and Marijuana Accessories shall be limited to an area which is accessible only by persons aged twenty-one (21) years or older, and the applicant shall establish such controls and monitoring as are necessary to ensure that this area is not accessed by persons under the age of twenty-

5. The ME shall regularly verify to the City its efforts to ensure the health, safety, and well-being of the public, and to limit undue impacts on the natural environment, by the use of high efficiency equipment to limit energy and water usage demand, by the purchase of renewable energy credits, by the use of LED lighting equipment, by the prohibition or limitation of pesticides, insecticides and similar chemicals, and by any other

a. The Planning Board may impose specific conditions relating to the preservation or improvement of public safety, including but not limited to lighting, visibility, surveillance, security cameras, parking

arrangements, and accessibility for police patrol.

6. ME shall be operated in a responsible manner that does not materially adversely affect the public health, safety or the general welfare of the City or the immediate neighborhood where the ME is located.

The applicant has entered into an approved Host Community Agreement under which the applicant pays a host fee or Impact Fee to the City with the Mayor of the City of Fitchburg.

#### 181.658 Termination and Modification

181.6581 A special permit or site plan approval may be terminated due to violation of any of its conditions. In addition, a special permit or site plan approval shall terminate upon:

- 1. Failure of the permit holder to commence operations at the ME within twelve (12) months of the date of approval; or
- 2. Transfer of ownership of the ME without approval of the Planning Board. For these purposes, transfer of ownership shall include any reallocation of ownership or change in business structure which results in a change of its designated representatives or responsible individuals; or
- 3. Termination of the Host Community Agreement or failure to pay a host fee or Impact Fee under the Agreement to the City.

181.6582 A special permit or site plan approval may be modified by the Planning Board after public hearing. No modification is permitted for a change of location; a special permit holder must submit a new application for a change in location. Any changes in the application materials from the original materials must be submitted with a request for modification. No transfer of ownership, except a transfer to an affiliated entity, shall be permitted for two years after the date of approval of the special permit or site plan review unless required due to the death or disability of an owner. If the special permit holder requests approval of a transfer of ownership, then the holder must submit proof:

- 1. That the new owner will operate the ME in accordance with the terms of the special permit, as shown by evidence of Moral Character and other substantial evidence; and
- 2. That all amounts due under the Host Community Agreement have been timely paid and no taxes, fines, penalties, fees, or other charges due to the City are currently unpaid.

#### 181.659 Severability.

The provisions of this Ordinance are severable. If any provision, paragraph, sentence, or clause of this Ordinance or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Ordinance.

TO AMEND THE DEFINITIONS OF RMD, MMD AND MMM IN SECTION 181.10 TO REMOVE A REQUIREMENT THAT THE OPERATOR BE A NON-PROFIT ENTITY, AS FOLLOWS:

181.10 REGISTERED MARIJUANA DISPENSARY (RMD)—Also known as a Medical Marijuana Treatment—Center, is an establishment approved and licensed by the Massachusetts Department of Public Health (MDPH) pursuant to 105 CMR 725.000, owned and operated by an entity registered under 105 CMR 725.100, that acquires, cultivates, possesses, processes (including development of related products such as marijuana-infused products ("MIPs"), tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to registered qualifying patients or their personal caregivers. A RMD shall not be eligible as a "non-exempt agricultural use" or as a "non-exempt educational use" and shall only be permitted as allowed in accordance with City of Fitchburg Zoning Ordinance. Further, the following definitions shall apply for the purposes of distinguishing the permitting and regulation of RMD dispensing uses from RMD cultivation uses within this Ordinance:

- a) Medical Marijuana Dispensary (MMD) facility A Registered Marijuana Dispensary that is located offsite from the cultivation/processing facility (and controlled and operated by the same registered and approved **entity** which operates an affiliated RMD) but which serves only to dispense the processed marijuana, related supplies and educational materials to registered Qualifying Patients or their personal caregivers in accordance with the provisions of MDPH regulations 105 CMR 725.000.
- b) Medical Marijuana Manufacturing (MMM) facility A Registered Marijuana Dispensary that is located off-site from the dispensing facility (and controlled and operated by the same registered and approved entity

which operates an affiliated RMD) but which serves only to cultivate and process marijuana, and marijuana infused products in accordance with the provisions of MDPH regulations 105 CMR 725.000.

TO ADD THE FOLLOWING SECTION REGULATING SIGNS

Add 181.5364

181.5364 Signs for Marijuana Establishments

All signs for Marijuana Establishments shall be in conformity with the provisions of G.L. c. 94G and all applicable federal, state and local regulations, including regulations issued by the Cannabis Control Commission. Temporary and promotional signage for Marijuana Establishments are prohibited.

TO AMEND THE REQUIREMENTS FOR SITE PLAN REVIEW BY AMENDING SECTION 181.9414 AS FOLLOWS:

181.9414. Siting, construction or expansion of a Registered Marijuana Dispensary (RMD) or Marijuana Establishment (ME).

TO AMEND THE TABLE OF PRINCIPAL USES BY ADDING SECTIONS 181.313D(15), (16) AND (17) and 181.313D(28) AS FOLLOWS:

- D15. All Marijuana Establishments (ME), except for Marijuana Retailers (MR). Update chart with SP FOR LI, and I zones by Planning Board (N for all other districts).
- D16. Marijuana Retailers (MR). Update chart with SP FOR C&A, I, LI, and NBD; SP\* "\*See Ordinance" for CBD (N for all other districts).
- D17. Independent Testing Laboratory. Update chart with SP in I, LI, CBD, C&A and NBD districts (N for all other districts).
- C29. Marijuana Social Consumption Establishment, N for all districts.

TO AMEND THE PROHIBITED HOME OCCUPATIONS BY ADDING THE FOLLOWING TO SECTION 181.333:

181.333 Prohibited Home Occupations:

- Marijuana Establishment (ME) or similar facility
- Registered Marijuana Dispensary (RMD) or similar facility

Ordinance as amended was sent to a third and final reading and adopted to be enrolled and ordained by unanimous vote. 10 members present. Board consists of 11 members.
Ordinance signed by the Mayor June 8, 2018.

City of Fitchburg,

160-18.

AN ORDINANCE: To amend the Table of Principle Uses by amending Sections 181.313C 14-A as follows:
\*C 14-A SEASONAL OUTDOOR DINING. Update chart with Y for LI, I, and C & A Zones.
(Reference Petition #102-18)

Ordinances

## CITY OF FITCHBURG

IN THE YEAR

PITSHEDING BITY OLDEK

2018

2010 MAY 10 AM 9: 18

#### AN ORDINANCE

Be it ordained by the City Council of the City of Fitchburg, as follows:

TO AMEND THE TABLE OF PRINCIPAL USES BY AMENDING SECTIONS 181.313C 14-A AS FOLLOWS:

• C 14-A. SEASONAL OUTDOOR DINING. Update chart with Y.FOR LI, I and C&A zones.

Ordinance was sent to a third and final reading and adopted by unanimous vote. 10 members present. Board consists of 11 members.

Ordinance signed by the Mayor June 8, 2018.

#### **PETITIONS**

The following Petition was referred to the Finance Committee:

179-18. Jaquelyn R. Poirier, Cemetery Superintendent, to approve the attached price increases which were approved by the Board of Cemetery Trustees on April 19, 2018.



Single Grave -Fitchburg Resident -1 Full -1 CR or 2 CR

Single Grave - Non Resident - 1 Full - 1 CR or 2 CR

Cremated Remains & Infant Grave-Resident -1CR

**BURIAL LOT:** 

## City of Fitchburg, Massachusetts

PUBLIC BURIAL GROUNDS
115 Mt. Elam Road

Fitchburg, MA 01420

OFFICE: 978-345-9578

FAX: 978-345-9686

**TOTAL COST** 

\$1,400.00

\$1,800.00

\$ 800.00

Revised 7.2018

www.fitchburgma.gov

PERPETUAL CARE

\$ 700.00

\$ 900.00

\$ 400.00

Please make all checks payable to: City of Fitchburg

**GRAVE** 

\$ 700.00

\$ 900.00

\$ 400.00

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Cremated Remains & Infant Grave-Non Resident-1CR	\$ 600.00	\$ 600.00	\$ 1200.00
Columbarium Niche - Fitchburg Resident -2 CR	\$ 700.00	\$ 700.00	\$1,400.00
Columbarium Niche - Non Resident - 2 CR	\$ 900.00	\$ 900.00	\$1,800.00
OPENING:			
Full Interments/Mausoleum Monday - Friday			\$ 600.00
Full Interments/Mausoleum–Saturday/Sunday		. :	\$ 725.00 / \$ 800.00
Infant - Cremated Remains & Columbarium Niche		Monday - Friday	\$ 350.00
Infant - Cremated Remains & Columbarium Niche	-	Saturday - Sunday	\$ 450.00 / \$ 500.00
Mausoleum Entombments – Monday – Friday	Crypt protection included		\$ 1000.00
Mausoleum Entombments – Saturday / Sunday	Crypt protection included		\$ 1125.00 / \$ 1200.00
	***************************************		
FROST FEE: (As seasonally required)			
Frost Fee – Full Interment			\$ 200.00
Frost Fee - Cremated Remain			\$ 100.00
OVERTIME: Monday-Friday each ½ hour	After 3:00 PM		\$ 60.00
ENGRAVING: Niche or Bench			
Minimum Charge - includes 4 letters			\$130.00
Per Letter	1		\$ 6.50
3" Emblem			\$ 85.00
FOUNDATION: Government Marker or 2 X 1 Flat			\$ 110.00
VETERANS FLAG HOLDER - Aluminum			\$ 35.00
CREMATED REMAINS CEMENT VAULTS:	WxWxH		
6 3/8 x 6 3/8 x 6 7/8 - Inside Dimensions			\$ 70.00
8 x 8 x 9 1/2 - Inside Dimensions			\$ 115.00

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research to the control of the contr			\$ 170.00
71/4 x 11 ½ x 15 – Inside Dimensions		4	\$ 220.00
Millennium Vault			\$ 450.00
Aegean Ultra Vault	. 9.	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
CREMATED REMAINS URN VAULTS:			
Urn Vault – Stone Tone	LxWxH	$9.75 \times 6.75 \times 6.5$	\$ 180.00
· · · · · · · · · · · · · · · · · · ·	**	<u> </u>	\$ 230.00
Urn Vault - Cultured Marble			\$ 270.00
Jm Vault - Onyx	<b>.</b> .		\$ 270.00
Urn Vault - Granite			\$ 75.00
URN VAULT ENGRAVING		1	
	<u> </u>		
MEMORIALIZATION OPTIONS:	<u> </u>		T
MEMORIAL BRICK: 4 X 8 Custom	Engraved	Brick	\$ 60.00
MEMORIAL BRICK: 4 X 8 Custom			\$ 1800.00
MEMORIAL BENCH: 4 X 2 X 3 with back	Engraving	not included	\$ 1800.00
TREE OF REMEMBRANCE	With granite	marker	
FLOWER PROGRAM	Please	check web site for	current prices and products
CREMATED REMAINS PRESENTATION TABLE	20 x 20 x 18	/ 36 x 21 x 33	\$ 20.00 small/ \$30.00 large
			\$ 60.00
TENT 12 x 12 Canopy Tent			.\$ 5.00
Chair Rental: (per chair)  CREMATED REMAINS PACKAGE 12 x 12  CREMATED REMAINS PACKAGE 12 x 12			\$ 80.00
Canopy Tent, 2 chairs, Large Presentation Table			
OTHER:			
Public Assistance Interments/Partial Payment Requi	ired at Time of Ir	nterment*	1
Full Interment / Cremated Remains & Infant			\$ 300.00 / \$ 150.00
Lot Refund – Transfer of Deed fee			\$ 30.00
Shrub Removal – per shrub			\$ 40.00
Genealogy Request			\$ 20.00

- Planning your arrangements: You must come to the Cemetery Office to make arrangements, and sign agreement. At the time of need, graves must be <u>paid in full</u>, all overtime interments are subject to personnel availability. All Cemetery overtime arrangements will incur additional charges.
- Other Interments: Such as Public Assistance, interments will need to provide proper identification verifying the recipient's status. A copy of the Application for Public Assistance is required. <u>Verbal agreements are no longer accepted.</u>
- □ No Monument/flat marker may be placed on a grave/lot until all Cemetery charges have been <u>paid in full.</u>\*PLEASE NOTE-Public Assistance prices quoted above indicate partial payments only. Paid in full prices are at full retail price for goods, services and unpaid previous charges.

Notice: Additional documentation may be required to verify Lot Ownership and/or Residency. The City of Fitchburg requires payment in full for all opening costs for interments and/or grave/lot/niche and prior unpaid cemetery charges/purchases prior to day of interment. No interments will proceed without all due and payable Cemetery charges paid in full prior to the interment. Disinterment may be permitted at the discretion of the Cemetery Superintendent and/or may be allowed only by the use of contracted services other than the City of Fitchburg Cemetery Department.

Petitions :

The following Special Permit Petition was referred to a Public Hearing July 5, 2018:

180-18. SPECIAL PERMIT PETITION: Francis Dower, to request a Special Permit Petition for 783 Water Street, to install on 1/3 of the property a "Fun Stuf & Get-It-Done Rental Store, and on 2/3 of the property a "Fun Stuf Party Place" (Indoor inflatable party playground).

# SPECIAL PERMIT APPLICATION FROM THE CITY OF FITCHBURG CITY COUNCIL

2878 MAY 10 PM 2: 15

#### PERMIT FEE \$300.00

Instructions: Complete each section as required. Submit the original application to the Office of the City Clerk.

1. APPLICANT NAME: Francis J Dower
MAILING ADDRESS OF APPLICANT:
PO Box 229
P.O. Box (if applicable) Street
Lunenburg MA 01462  City Zip Code
City Zip Code
TELEPHONE NUMBER OF APPLICANT: 978 502 7076
2. ADDRESS AND DESCRIPTION OF PROPERTY FOR WHICH THE SPECIAL PERMIT IS BEING REQUESTED:
783 Water Street
Former drug store, flea market.
Fitchburg Assessor's Map 132 Block 33 Lot 0
3. OWNER OF PROPERTY: Richard armovitz
MAILING ADDRESS OF OWNER: 60 Garon Way
Carlisle MA 01741
4. CONTACT PERSON FOR PROPERTY: Richard Avonovite
5. TELEPHONE NUMBER FOR CONTACT PERSON: 978 776 6115

. DESCRIBE WHAT YOU INTEND TO USE THE PROPERTY FOR:
1/3 Funstuf & Get-It-Done Rental store
2/3 Funstuf Party Place indoor inflatable
party playground
7. TOTAL SQUARE FOOTAGE OF PROPOSED USE: 11,300 59
8. TOTAL PARKING REQUIRED:
9. TOTAL PARKING PROVIDED: $\approx 30 \text{ Spaces}$
10. MUNICIPAL SERVICES: Please check as appropriate:
A. Project will tie in to City Sewer System ${\overline{\text{Yes}}}$ $\overline{\text{No}}$
B. Project will tie in to City Water Service ${\text{Yes}}$ No
C. Project will tie in to Storm Drainage System Yes No
11. Is this a Special Permit for a Nursing Home, Truck/Bus Terminal, Research & Testing, Publishing and Printing, Light Manufacturing or Manufacturing?
Yes No
12. If YES, a Plan prepared by a Registered Professional Land Surveyor or Regular Professional Engineer in accordance with Section 2 of the Rules and Regulations governing Special Permits must be attached.

14. SIGNATURE OF APPLICANT:

Francis & Sower

PRINT NAME OF APPLICANT:

Francis J Dower

DATE:

Please note: This application will not be accepted unless ALL requirements stated in the letter of determination by the Building Commissioner have been met.

DATE RECEIVED BY CITY CLERK

APPLICATION FEE RECEIVED



### Fitchburg, Massachusetts

Office of the Building Commissioner

MARK BARBADORO
Building Commissioner

MARK SULLIVAN Local Building Inspector KYLE RIDLEY
Inspector of Wires

JOHN MORREALE Local Building Inspector

ERIC CHARTRAND

Local Building Inspector

WAYNE LITTLE Plumbing/Gas Inspector

Funstuff Rentals LLC
Get it Done Rentals LLC
Po Box 229

Lunenburg MA 01462

RE: 783 Water Street Fitchburg MA, Map 122 Block 23 Lot 0

Dear applicant

I have reviewed your April 23 2018 form of intent to open a rental shop and an indoor inflatable recreation establishment. The building is located in the Light Industrial District. Table 181.313 of the Fitchburg zoning code requires a special permit from the Fitchburg Zoning Board of Appeals a rental shop (general service establishment). In addition a special permit from the city council is needed to open an Inflatable play area (commercial recreation) facility. The following permits/licenses are also required:

- A building permit for a change of occupancy.
- A certificate if inspection from the building department.
- A food plan review from the health department (if food is to be served)
- A site plan review with the Fitchburg Planning Board

Be advised that the alarm panel at the proposed location may be inadequate which could trigger a replacement. If you have any questions regarding this zoning determination, please feel free to write or call this office.

If you are aggrieved by a Zoning interpretation, order, requirement, direction or failure to act by the Building Commissioner, may file a notice of appeal specifying the grounds thereof, with the City Clerk you have 30 Days to from receipt of this notice to apply.

Respectfully yours,

Mark Barbadoro
Building Commissioner

City Hall, 166 Boulder Drive, Fitchburg, MA 01420 (978) 829-1880 Fax (978) 829-1963
Page 1 of 1



#### City of Fitchburg OFFICE OF THE TREASURER

166 Boulder Drive Fitchburg, MA 01420

Anne M. Cervantes Treasurer/Collector

Date: 59 18

Name: Richard Aronovite

Parcel ID: 122-23 -7

Address: 783 Water of

#### CERTIFICATE OF TAX COMPLIANCE

This document signed by the Treasurer certifies that as of the above date, that the above named Applicant is in compliance and in good standing with its tax obligations and fees payable under City code, including real estate, personal property and water and sewer fees and is not a delinquent taxpayer (longer than 12 months outstanding). This Certificate is issued in compliance with Part II, Article 3, Chapter 120, Section 22, Subsection (C) as amended by City Council. This Certificate is required for all original applications and renewal applications for any license or permit, other than those referred to in Section 120-24, and issued by any Department, Officer, Board, or Commission of the City but not limited to Building Permits, Zoning Board Appeals Applicants, Planning Board Applications, and Special Permits.

Very truly yours,

annem Cervantes

Anne M. Cervantes Treasurer/Collector City of Fitchburg

The following Petition was referred to a Public Hearing June 19, 2018:

181-18. Comcast, for a grant of location to install a solely owned pole on Railroad & First Street to provide Comcast service to 130 Water Street.



FITCHBURG SMY OLDEK

2018 MAY 15 PH 12: 42

Comcast
David R. Flewelling
Specialist 2 Construction
9 Forbes Road, Suite 9B
Woburn, MA 01801
Cell – 617-279-7864
dave flewelling@cable.com

May 15, 2018

Ms. Anna M. Farrell City Clerk City of Fitchburg City Hall 166 Boulder Drive Fitchburg, MA 01420

RE: Railroad Street Fitchburg, MA

Dear Ms. Farrell:

Enclosed please find materials supporting Comcast request for a grant of location from the Fitchburg City Council. The work associated with the attached petition is for the purpose of installing a new Comcast solely owned utility pole. The proposed work will be located on Railroad Street and First Street for the purpose of providing the Comcast Service to 130 Water Street in Fitchburg.

I look forward to the opportunity to address this matter in further detail at the next Fitchburg City Council Meeting. Should you have any questions or concerns, please feel free to contact me at (617) 279-7864.

Sincerely,

David R. Flewelling Specialist 2, Construction

Enclosure

(3)

#### PETITION OF COMCAST FOR LOCACTION OF UTILITY POLE(S)

To the City Council for the City of Fitchburg, Massachusetts:

Respectfully represents Comcast of Massachusetts III, Inc., a company incorporated for the distribution of telecommunications services, that it desires to construct a line for such telecommunications over the public way or ways hereinafter specified.

Railroad Street and First Street: Placing 1 solely owned Comcast Utility Pole to service 130 Water Street, as shown on the attached construction plans.

Wherefore, your petition prays that, after due notice and hearing as provided by law, the City Council may by Order grant your petitioner permission to construct a solely owned utility pole with the necessary wires and cables therein, said pole to be located, substantially as shown on the plan made by Comcast of Massachusetts III Inc. dated, May 11, 2018 and filed here with, under the following public way or ways of said City of Fitchburg:

Comcast
By:
David R. Flewelling
Specialist 2, Construction

Dated this	May 15, 2018	
City of	Fitchburg	Massachusetts
		10
Received a	and filed	. 2018

#### ORDER FOR POLE LOCATION

In the City Council for the City of Fitchburg, Massachusetts.

#### ORDERED:

That permission be and hereby is granted to Comcast of Massachusetts III, Inc., to place and maintain a solely owned utility pole, with the wires and cables to be placed therein, over the surface of the following public way or ways as requested in petition of said Company dated May 15, 2018

Railroad Street and First Street: Placing 1 solely owned Comcast Utility Pole to service 130 Water Street.

Substantially as shown on plan marked - Proposed Comcast Railroad Street Fitchburg, MA, filed with said petition.

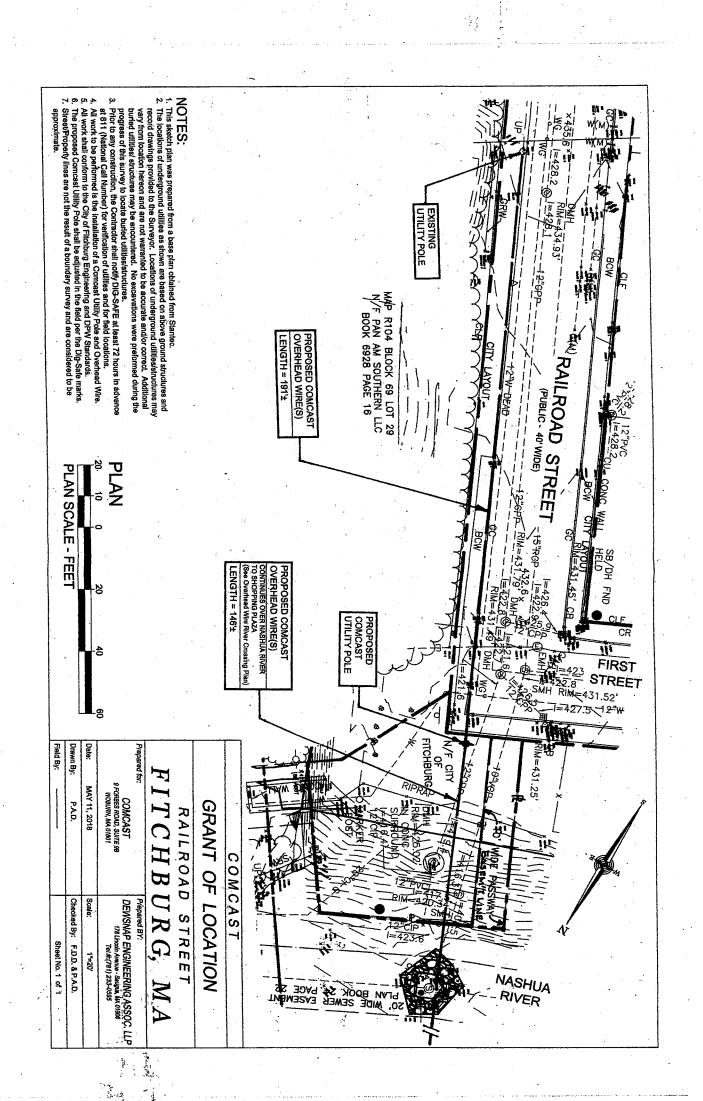
Also that permission be and hereby is granted said Comcast to lay and maintain underground conduits, manholes, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes.

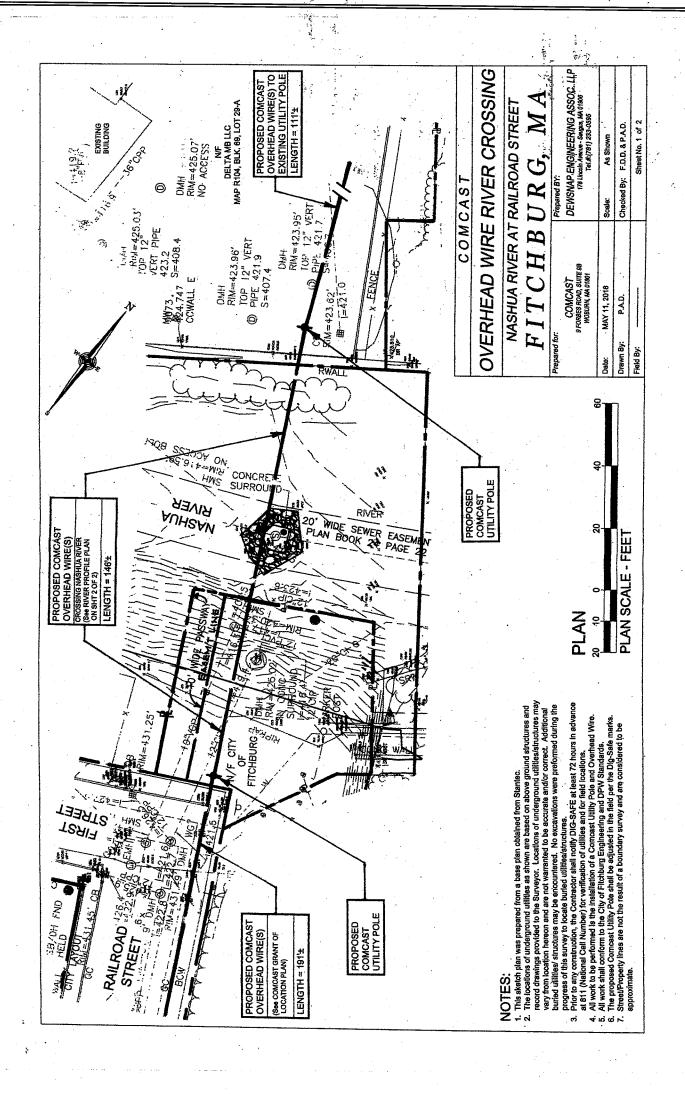
The foregoing permission is subject to the following conditions:

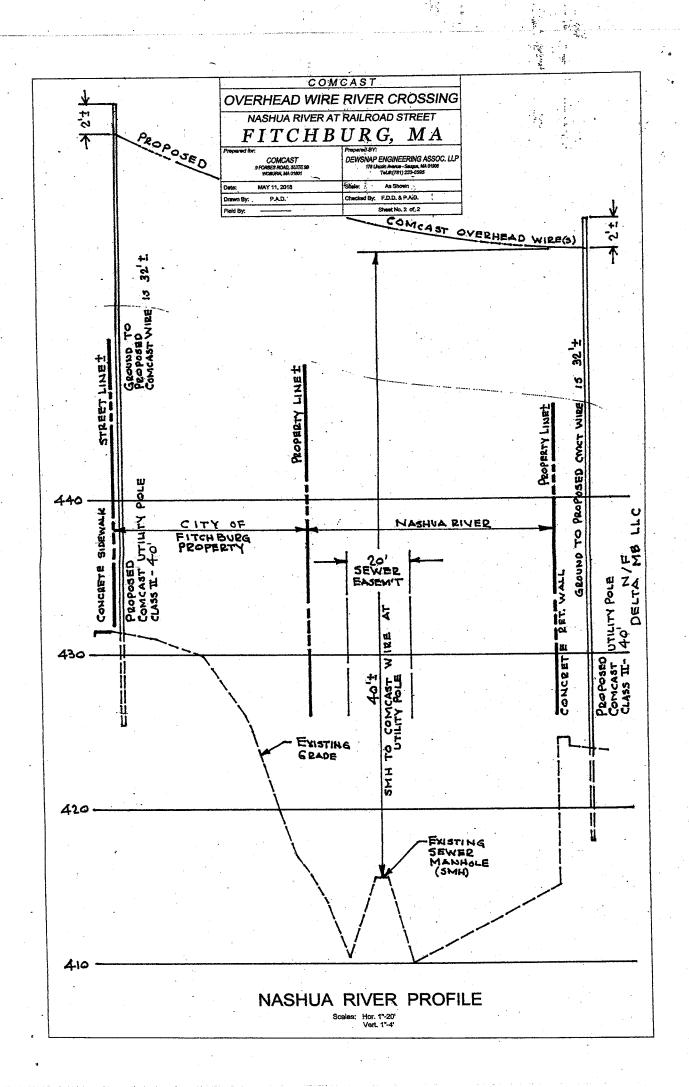
- 1. The utility pole, conduits and manholes shall be of such materials and construction and all work done in such manner as to be satisfactory to the City Council or to such officers as it may appoint to the supervision of the work.
- 2. Said Company shall indemnify and save the City harmless against all damages, costs and expense whatsoever to which the City may be subjected in consequence of the acts or neglect of said Company, its agents or servants, or in any manner arising from the rights and privileges granted it by the City.
- 3. In addition said Company shall, before a public way is disturbed for the placing of its utility pole, execute its bond in a penal sum of One Hundred Thousand Dollars (\$100,000) (reference being had to the bond already on file with said City) conditioned for the faithful performance of its duties under this permit.
- 4. Said Company shall comply with the requirements of existing by-laws and such as may hereafter be adopted governing the construction and maintenance of poles, conduits and wires, so far as the same are not inconsistent with the laws of the Commonwealth.

as the same are not inconsistent with the law	s of the Commonwealth	•
I hereby certify that the foregoing of Fitchburg, Massachusetts, held on the	order was adopted at a n	neeting of the City Council for the City 2018.
(over)		Town Clerk

We hereby certi		: و				at Fitchburg,
Massachusetts a	public hearing wa	s held on the	petition of	the Comcast	for permission	to place and
maintain a solely	owned utility pole,	with the wires a	nd cables	to be placed the	erein, over the si	irface and to
Maintain the Wi	res and cables to be ven days before said	d bossing a writ	n, describ	ed in the orde	r nerewith reco	rded, that we
	d estate determined					
	the Company is per					
	der was duly adopte		act the mi	cs said Compa	my under said of	uci. Amerinat
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		Fitchbur	g City Cou	ncil; Fitchburg	, Massachusetts	
CERTIFICATE						
	*1 *					
	I hereby certify the					
day	notice adopted by	ine City Cour	cu for the	City of Fitch	nburg, Massachi	isetts, on the
Book	, Page				of location orders the provision of	
	and any additions th	ereto or amendi	ments there	is made under	the brovision of	Chapter 100
	and any additions to	or or amond	Attest:	.OL.		
			AMMON			
					7.45	
	to a control of the c		<del>-</del>	······································	Tow	n Clerk







The following Petition was referred to a Public Hearing June 19, 2018:

Detective Paul McNamara, to revoke the Class II car 182-18. dealer license issued to KB Auto, 209 Lunenburg Street. This car dealer is no longer operating at this address.

The following Petition was referred to the Public Works Committee:

Councillor Marisa Fleming, to install a berm at 453 183-18. Fisher Road just after the right hand turn from Pearl Hill Road.

The following Petition was referred to the Public Safety Committee and to the DPW Commissioner for comment:

Councillor Amy Green, on behalf of George Shmidt, to place "no parking" signs from FHA at Valley Street to Romano Ave.

The meeting adjourned at 7:50 P.M.